

49176

DEED IN TRUST

Return to Bank of Indiana Trust Department

THIS INDENTURE WITNESSETH, THAT THE GRANTOR(S) HOBBS CONCRETE CONSTRUCTION COMPANY, INC.

of the County of LAKE and State of INDIANA, for and in consideration of the sum of one dollar (\$1.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby acknowledged, Convey and Warrant unto BANK OF INDIANA, NATIONAL ASSOCIATION, a National Banking Association, with its principal office in Gary, Indiana, and duly authorized to accept and execute trusts within the State of Indiana, as Trustee under the provisions of a certain Trust Agreement, dated the 28th day of October, 1969 and known as Trust Number 5750, the following described real estate in the County of Lake and State of Indiana to-wit:

Part of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 36 North, Range 7 West of the 2nd Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Beginning at a point on the Northerly right of way line of U. S. Highway No. 20, (which highway at this point is 200 feet wide) which point is 720.17 feet West of the East line of said 1/4 Section, measured along the Northerly right of way line of said Highway; thence North and parallel with the East line of said 1/4 Section, a distance of 350.98 feet to the Southerly right of way line of the Baltimore and Ohio Railroad; thence Northwest along the Southerly right of way line of the said Railroad with an interior angle of 102° 43' 30" to a point, said point being 153.05 feet West of and at right angles to the last described North and South line if extended North; thence South on a line with an interior angle of 77° 16' 30" and parallel to the East line of said 1/4 section a distance of 390 feet, more or less, to the Northerly right of way line of U. S. Highway No. 20; (which highway at this point is 150 feet wide) thence Easterly along the Northerly right of way line of U. S. Highway No. 20, a distance of 150 feet, more or less to a point where the North 1/4 of said Highway ends its 75 feet width and begins its 100 feet width; thence Northerly 25 feet more or less to the place of beginning.

No Indiana Gross Income Tax is due or payable in respect to the transfer made by this deed.

DO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion by leases to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Title of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither the BANK OF INDIANA, NATIONAL ASSOCIATION, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the trust hereof being to vest in said BANK OF INDIANA, NATIONAL ASSOCIATION, as trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

IN WITNESS WHEREOF, the grantor S aforesaid ha VE herunto set their hands and seal S this 28th day of October 19 69.

HOBBS CONCRETE CONSTRUCTION COMPANY, INC.

By: Daniel Sayles President (SEAL)

ATTEST: James D. Hobbs Secretary-Treasurer (SEAL)

STATE OF INDIANA

COUNTY OF LAKE

I, ROBERT A. LUCAS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James D. Hobbs and Daniel Sayles, who are personally known to me to be the President and the Secretary-Treasurer of Hobbs Concrete Construction Co., Inc. and who are personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 28th day of October A. D. 19 69. My Commission Expires: 7/24/72 Robert A. Lucas Notary Public

This instrument prepared by: Robert A. Lucas, Attorney 115 West 5th Avenue, Gary, Indiana 46402

DULY ENTERED FOR TAXATION 40-5-13 FEB 17 1970

AUDITOR LAKE COUNTY James D. Hobbs

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REAL ESTATE TRUST DEPARTMENT BANK OF INDIANA NATIONAL ASSOCIATION AUDITOR, LAKE COUNTY

530