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## DEED IN TRUST

THIS INDENTURE WITNESSETH THAT Arnold D. Luers and Betty R. Luers, husband and wife, as tenants by the entireties, of Lake County, Indiana, convey and warrant to the Northern Indiana Bank and Trust Company, Valparaiso, Indiana, as Trustee under Trust No. 701-327, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of the which is hereby acknowledged, the following described real trust in Lake County, in the State of Indiana, to-wit:

The Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 2, Township 34 North, Range 9 West of the Second Principal Meridian in Lake County, Indiama; EXCEPTING THEREFROM the West 330 feet and the East 132 feet and the West 273 feet of the East 405 feet of the North 323 feet of said Quarter Quarter section.

TO HAVE AND TO HOLD the said premises with the applithmantes ERED upon the trusts and for the uses and purposes herein and QR JAXATION FEB271981 trust agreement set forth.

Full power and authority is hereby granted to said tra improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options, to purchase, to sell on any terms; to convey with or without consideration, to convey said premises 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 ctnerwise encumber said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, 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 provision thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options of the reversion and to contract respecting the manner or fixing the amount of present or future rentals, to partition or

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to exchange said property, 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 premises or any part thereof, and to deal with said property 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 part dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall by conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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, sights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 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 thereof as aforesaid.

IN WITNESS WHEREOF, the said Arnold D. Luers and Betty R. Luers have hereunto set their hands and seals this 35th day of <u>Lehrusry</u>, 1981.

amid L. Live

Betty R. Luers

STATE OF INDIANA COUNTY OF Porter 1

Before me, the undersigned, a Notary Public, in and for said County and State, this 25tday of the 1981, came Arnold Disclusive and Betty R. Luers, husband and wife, and acknowledged the execution of the foregoing instrument.

WITWESS my hand and official seal.

Notary Public Lore, A. Coshet

County of Residence: Permi

This instrument prepared by:

HOEPPNER, WAGNER & EVANS BY: Alan S. Morrisson 101 Lincolnway, P.O. Box 369 Valparaiso, IN 46383 219/464-4961