

6311958

101 B-391549-50 pdg. First Bank of Whiting 5101 W Lincoln Hwy, Cr Pt, IN
This Indenture Witnesseth, That the Grantor Charles B. Kress, Jr.
In 2564631958 and Suzanne R. Kress, husband and wife

of the County of Lake and State of Indiana for and in consideration of the sum
of Ten and no/100----- Dollars (\$ 10.00)
in hand paid, and of other good and valuable considerations, receipt of which is hereby acknowledged, CONVEY and
WARRANT ----- unto THE FIRST BANK OF WHITING, a corporation duly organized and existing as an Indiana banking corpore-
tion under the laws of the State of 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 29th day of May 19 81, and known
as Trust Number 1618, the following described real estate in the County of Lake and State of Indiana, to-wit:

(See Exhibit "A" attached hereto for Legal Description)

DULY ENTERED
FOR TAXATION

28-11-10
28-266-11

JUN 8 - 1981

AUDITOR LAKE COUNTY

JUN 9 1 00 PM '81
WILLIAM BIELSKI JR
RECORDER

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION OF CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO

TO 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
part, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide 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 suc-
cessor 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, in
deed, 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 lease to commence in present or in future, and upon any terms and for any period or periods of time, not ex-
ceeding in the case of any single demise the term of 99 years, and to renew or extend lease upon any terms and for any period or periods of time and to
amend, change or modify lease and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to re-
new 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 rents,
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 re-
lease, convey or assign any right, title or interest in or about or encumberment appurtenant to said real estate or any part thereof, and to deal with said real es-
tate 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 Deed or said Trust Agreement or any amendment thereto, 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 hereunder, (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 FIRST BANK OF WHITING individually or as Trustee, nor its suc-
cessor 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, 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 benefi-
ciaries 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 prop-
erty, 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 intention hereof being to vest in said THE FIRST BANK OF WHITING the entire legal and equitable title in fee
simple, in and to all of the real estate above described.

IN WITNESS WHEREOF, the grantor & aforesaid he & she hereunto set their hand & seal this
29th day of May 19 81

Charles B. Kress, Jr. (SEAL)
Charles B. Kress, Jr. (SEAL)

Suzanne R. Kress (SEAL)
Suzanne R. Kress (SEAL)

STATE OF Indiana }
COUNTY OF Lake } SS:

I, _____ a Notary Public in and for said County, in the State aforesaid, do
hereby certify that Charles B. Kress, Jr. and Suzanne R. Kress, husband and wife

personally known to me to be the same person, whose name are/is subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that _____ 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 27th day of May A.D. 19 81

My Commission Expires: _____
Notary Public

Thelma V. Ravinaki
Thelma V. Ravinaki Notary Public

THIS INSTRUMENT PREPARED BY
John M. O'Drobinak

281958

Exhibit "A" attached
to Deed in Trust dated the
day of May, 1981

Parcel 1: Lot 11, Block Two, Fairmeadow Fifth Addition, to the Town of Munster, as shown in Plat Book 38, page 7, in Lake County, Indiana. 28-266-11

Parcel 2: A parcel of Land in Fairmeadow Fifth Addition, Block Two, to the Town of Munster, as shown in Plat Book 38, page 7, being a part of the 100 foot N.I.P.S.Co. Easement, as shown on said plat, described as follows:

Part of the East 100 feet of the Southwest Quarter of Section 29, Township 36 North, Range 9 West of the Second Principal Meridian and being more particularly described as follows: 28-11-10

Beginning at the Northeast corner of Lot 11 in Fairmeadow Fifth Addition, Block Two to the Town of Munster, as shown in Plat Book 38, page 7 in the Office of the Recorder of Lake County, Indiana; thence South 89 degrees 56 minutes 20 seconds East along the Easterly extension of the North property line of Lot 11, a distance of 100.0 feet to a point lying on the East line of the Southwest Quarter of said Section 29; thence South 0 degrees 03 minutes 40 seconds West, along the aforesaid East line, a distance of 60.0 feet to a point lying on the Easterly extension of the South property line of Lot 11; thence North 89 degrees 56 minutes 20 seconds West, along said South property line extended East, a distance of 100.0 feet to the Southeast corner of Lot 11; thence North 0 degrees 03 minutes 40 seconds East along the East property line of Lot 11, a distance of 60.0 feet to the place of beginning, excepting therefrom the East 50 feet by right angles, all in the Town of Munster, Lake County, Indiana.

Subject to State, County and City taxes for 1980 payable in 1981 and all subsequent years; all special assessments levied prior to and payable subsequent to the date hereof; building and zoning ordinances; easements; restrictions of record and questions of survey.