

392792

Return To: Anah L. Taggart
LAKE COUNTY TRUST COMPANY
2200 N. MAIN STREET
CROWN POINT, INDIANA 46307

This Indenture Witnesseth

257239

639472

That the Grantor GERALD W. FOGELSON

of the County of Cook and State of Illinois for and in consideration of Ten (\$10.00) and no/100 Dollars, ~~Quit-Claims~~ and other good and valuable considerations in hand paid, Convey^S and ~~Warranty~~ unto LAKE COUNTY TRUST COMPANY, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 16th day of July 1981, known as Trust Number 3133, the following described real estate in the County of Lake and State of Indiana, to-wit:

See Exhibit A attached hereto and made a part hereof

DULY ENTERED FOR TAXATION

AUG 7 1981

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

Lisa O. Pruitt
AUDITOR LAKE COUNTY

STATE OF INDIANA
CLERK OF SUPERIOR COURT
LAKE COUNTY
AUG 10 9 21 AM '81
MILITARY ORDER REC'D

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the use 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 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 either 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 otherwise encumber said property, or any part thereof, to lease 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, 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 and to contract respecting the manner of fixing the amount of present or future rentals, to partition or 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 party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be 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, rights, 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 real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

In Witness Whereof, the grantor aforsaid ha^S hereunto set his hand and seal this 16th day of July 1981

Gerald W. Fogelson
Gerald W. Fogelson

pc 745

This instrument was prepared by:

STATE OF Illinois

County of Cook

SS.

I, *Harriet Johnston* a Notary Public in and for said County, in the State aforesaid, do hereby certify that GERALD W. FOGELSON

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of July 1981.

Harriet Johnston
Notary Public

My Commission Expires: June 8, 1984



TRUST NO.

Deed in Trust
QUIT-CLAIM
WARRANTY DEED

TO
LAKE COUNTY
TRUST COMPANY
TRUSTEE

PROPERTY ADDRESS

EXHIBIT A

37-39-50

PARCEL 1

A parcel of land lying in the Southwest Quarter of Section 10, Township 36 North, Range 9 West, of the 2nd Principal Meridian, being more particularly described as beginning at the Northwest corner of the Southwest Quarter of said Section 10; thence South $89^{\circ} 13' 15''$ East, along the North line of the Southwest Quarter of Section 10 (said North line also being the Centerline of 169th Street), a distance of 330.0 feet to the place of beginning; thence South a distance of 205.0 feet; thence South $89^{\circ} 13' 15''$ East a distance of 70.0 feet; thence North a distance of 205.0 feet to a point on the North line of the Southwest Quarter of Section 10, Township 36 North, Range 9 West; thence North $89^{\circ} 13' 15''$ West along the North line of the Southwest Quarter of said Section 10 a distance of 70.0 feet to the point of beginning, except that portion of dedicated 169th Street lying South of the North line of the Southwest Quarter of said Section 10; all in the City of Hammond, Lake County, Indiana.

37-39-51

PARCEL 2

A parcel of land lying in the Southwest Quarter of Section 10, Township 36 North, Range 9 West of the 2nd Principal Meridian, being more particularly described as beginning at the Northwest corner of the Southwest Quarter of Section 10; thence South $89^{\circ} 13' 15''$ East, along the North line of the Southwest Quarter of Section 10 (said North line also being the Centerline of 169th Street), a distance of 400.0 feet to the place of beginning; thence South a distance of 205.0 feet; thence South $89^{\circ} 13' 15''$ East a distance of 115.0 feet; thence North a distance of 205.0 feet to a point on the North line of the Southwest Quarter of Section 10, Township 36 North, Range 9 West; thence North $89^{\circ} 13' 15''$ West along the North line of the Southwest Quarter of said Section 10 a distance of 115.0 feet to the point of beginning, except that portion of dedicated 169th Street lying South of the North line of the Southwest Quarter of said Section 10; more or less, all in the City of Hammond, Lake County, Indiana.