

655843

RECORD AND RETURN TO  
Calumet National Bank—Trust Dept.  
P.O. Box 69  
Hammond, Indiana 46320

# DEED IN TRUST

THIS INDENTURE WITNESSETH: That: HAL L. HESTER & NANCY D. HESTER, Husband & Wife, as tenants by the entireties

for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do by these presents, CONVEY AND WARRANT to CALUMET NATIONAL BANK, a national banking association with its principal place of business at 5231 Hohman Avenue in the City of Hammond, Lake County, Indiana, as Trustee, under the terms and conditions of that certain written agreement and declaration of trust dated September 8, 1980, and identified as Trust No. P-2712, the following described real estate in Lake County, Indiana, to-wit:

As set forth and described on "Schedule A" attached hereto and made a part hereof as if set forth at length.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
JAN 8 12 23 PM '82  
WILLIAM BIELSKI JR  
RECORDER

Send tax bills to: MR. & MRS. HAL L. HESTER  
8837 Crestwood  
Munster, IN 46321

TO HAVE AND TO HOLD said premises with the appurtenances upon the trusts, and for the uses and purposes herein and in said trust set forth:

The said trustee shall have full power and authority to improve, manage, protect, and subdivide the real estate from time to time forming a part of the trust estate, to dedicate parks, streets, highways or alleys and to vacate any subdivision or parts 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 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, and to renew or extend leases upon any terms and for any period or periods of time, to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, and to consent to the assignment of leases, 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 said property or exchange it, 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 property or any part thereof, to purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease, 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 the Trustee in relation to such property, or to whom such property shall be conveyed, contracted to be sold, leased, or mortgaged by said Trustee, be obliged to see that the application of any purchase money, rent, or money borrowed or advanced on said property, or be obliged to see that the provisions or 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 the trust; and every 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 instrument and 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 said trust agreement and this instrument, or any such amendment of said trust agreement, and binding upon all beneficiaries thereunder, and (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

IN WITNESS WHEREOF, the said HAL L. HESTER & NANCY D. HESTER, Husband & Wife, as tenants by the entireties,

have hereunto set their hands and seals this ..... day of December, 19 81

Hal L. Hester  
HAL L. HESTER

DULY ENTERED  
FOR TAXATION NANCY D. HESTER

JAN 8 1982

STATE OF INDIANA  
COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for the State of Indiana, this day personally appeared HAL L. HESTER & NANCY D. HESTER, Husband & Wife, as tenants by the entireties, and acknowledged the execution of the foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this 18th day of December, 19 81

My Commission Expires:

November 1, 1983

Helen Golombiewski  
Helen Golombiewski  
Residence: Lake County, Indiana  
Notary Public

THIS INSTRUMENT PREPARED BY: HUGH D. BRAUER, Attorney At Law  
7863 Broadway, Suite 101  
Merrillville, IN 46410  
Phone: (219) 738-2535

5510

SCHEDULE A

A 1/29th undivided interest in the common areas and facilities in, and a portion of Block 1, Plum Creek Village, 4th Addition, Schererville, Lake County, Indiana, as recorded in Plat Book 48, Page 15, in the Office of the Recorder of Lake County, Indiana, the part of said portion hereby conveyed being more particularly described as:

The condominium unit designated as 26 Woodhollow Drive, Schererville, Indiana, located on Lot 7, as located in Building No. 7 of the Villa Oaks Townhomes, A Condominium, according to the Declaration of Horizontal Property Regime thereof dated the 10th day of July, 1978, and recorded on September 19, 1978 as Document No. 491262 in Record Book 49, at Page 38, in the Office of the Recorder of Lake County, Indiana, together with all of the appurtenances thereto, all according to said Declaration, together with all of the rights provided to the Grantees thereby, and subject to all of the provisions of said Declaration, which the Grantees assume and agree to observe and perform, including, but not limited to the payment of assessments for the maintenance and operation of said unit and Condominium and subject to the Limited Power of Attorney attached hereto as "Schedule I".

#13-270-29