

667401

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

This Indenture Witnesseth

8-51215
Inv 268917

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That the Grantor Jerome F. Birn

of the County of Cook and State of Illinois for and in consideration of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid, Conveys and Warrants unto LAKE COUNTY TRUST COMPANY, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 1st day of March 1982 known as Trust Number 3214, the following described real estate in the County of Lake and State of Indiana, to-wit:

As per rider attached hereto and made a part hereof

#13-347-4, 13, 52, 61, 76, 85,
100, 109, 124, 133, 148, 157

DULY ENTERED
FOR TAXATION

APR 30 1982

James P. Birn
ADMINISTRATOR LAKE COUNTY

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MAY 3 1 21 PM '82
WILLIAM BIELSKI
RECORDER

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 has his hereunto set his hand and seal this 1st day of March 1982

Jerome F. Birn
Jerome F. Birn

7.00
LC

This instrument was prepared by: Arthur J. Frank
Frank Associates, Ltd.
55 West Monroe, Chicago, Ill. 60603

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STATE OF ILLINOIS

County of COOK

SS.

I, JOHN THOMAS MORAN a Notary Public in and

for said County, in the State aforesaid, do hereby certify that Jerome F. Bjro

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 day of March 19 82.

Notarial Seal this

Resident of: Cook County Ill. Notary Public

My Commission Expires: June 15, 1984

TRUST NO.

Deed in Trust WARRANTY DEED

TO LAKE COUNTY TRUST COMPANY TRUSTEE

PROPERTY ADDRESS

Legal Description

Units No. A/4, A/13, C/52, C/61, D/76, D/85, E/100, E/109, F/124, F/133, G/148 and G/157 in Cedar Point Condominiums as delineated on a Survey of Following Real Estate: Beginning at the Southwest corner of said Northeast 1/4 (Northwest corner of said Southeast 1/4) thence North 00 degrees 20' 07" East, along the West Line of said Northeast 1/4, a distance of 136.915 feet, thence East 90 degrees a distance of 1327.22 feet of the Westerly line of Pine Island Drive, thence South 06 degrees 20'08" West along said Westerly line, 135.92 feet; thence continuing along said Westerly line, along a circular curve which is convex to the Northwest whose radius equals 70.00 feet, tangent equals 53.38 feet, deflection angle equals 74 degrees 39'35" a distance of 91.21 feet along said curve; thence South 51 degrees 26'56" West a distance of 6.75 feet; thence Southwesterly, along a circular curve which is convex to the Southeast whose radius equals 297.89 feet, tangent equals 105.98 feet, deflection angle equals 39 degrees 10'00", a distance of 203.63 feet along said curve, thence North 89 degrees 23'04" West, a distance of 312.19 feet; thence Southwesterly, along a circular curve which is convex to the Northwest whose radius equals 997.67 feet, tangent equals 149.50 feet, deflection angle equals 17 degrees 02'39" a distance of 296.78 feet along said curve, thence South 73 degrees 34'17" West a distance of 45.00 feet; thence Westerly along a circular curve which is convex to the South whose radius equals 637.36 feet tangent equals 95.50 feet, deflection angle equals 17 degrees 02'39", a distance of 189.60 feet along said curve; thence North 89 degrees 23'04" West 250.14 feet to the West line of said Southeast 1/4 thence North 00 degrees 20'07" East along said West line, 218.085 feet to the point of beginning, all in Lake County, Indiana.