Charlotte

Return To: LAKE COUNTY TRUST COMPANY

2200 N Main Street P.O Box 110

CHICAGO TITLE INSURANSE COMPARI

MOISING AMAIGM

967070

## This Indenture Witnesseth

That the Grantor \_\_John\_S.\_Valenti\_and\_Shirley A.\_Valenti, Husband\_and\_Wife\_\_

Crown Point, Indiana 46307

of the County of Lake and State of Indiana for and in consideration of One dollar \$1.00 \_\_\_\_\_ Dollars, and other good and valuable considerations in hand paid, Convey \_\_\_\_ and Warrant \_\_\_\_ unto LAKE COUNTY TRUST COMPANY, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 8th day of Feb. 19 88 known as Trust Number 3808, the following described real estate in the County of Lake and State of Indiana, to-wit:

the receipt whereof is hereby acknowledged, the following described REAL ESTATE in LAKE County, in the state of Indiana, to-wit: Lot 2, in the resubdivision of Tract "F" in Phase One Broadfield Center in Merrillville as shown in Plat Book 55, Page 15, in Lake County, Indiana.

Subject to:

- 1. All easements, covenants, assessments and restrictions now of record
- 2. All Real Estate Taxes for the year 1987, due and payable in 1988, and all subsequent Real Estate Taxes which become due and payable.

Mail tax statements to: Mr. John Valenti 2500 West 64th Place Merrillville, Indiana 46410

Lake County Trust Co. #3808

DULY ENTERED FOR TAXATION

MAR 7, 1988

TO HAVE AND TO HOLD the said premises 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 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 future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amond, 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 renow 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 simi-

lar to or different from the ways above specified, at any time or times hereafter. This conveyance is made upon the express understanding and condition that neither Lake County Trust Company individually or as Trustee, nor its successor 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 properly happening in or about said real estate, any and all such fability 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 beneficiaries 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 fand the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness exceptionly 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 whomsoever and what-

soever shall be charged with notice of this condition from the date of the filing for record of this Deed 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 claming 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 beneficianes 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 aid mal estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid

In Witness Whereof, the grantor <u>s</u> aforesaid have hereunto set 8th \_ day of \_\_\_Feb. hand s and seal \_ \_ this

This instrument was prepared by:

1337

STATE OF Ordiara County of Sake 1. Canela G. Miller \_\_\_ a Notary Public in and for said County, in the State aforesaid, do hereby certify that Skyley a. Walerto and Jaku J. Walerto personally known to me to be the same person  $\leq$  whose name  $\leq$ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and official seal this 844 Mall Sugar Hall Colors to the first

TRUST NO.

WARRANTYD



LAKE COUI TRUST COMI

PROPERTY ADI