

085150

# This Indenture Witnesseth

That the Grantor CALUMET CONSTRUCTION CORPORATION,

an Indiana corporation

of the County of Lake and State of Indiana for and in

consideration of Ten and no/100 (\$10.00) Dollars,

and other good and valuable considerations in hand paid, Convey s and Warrant s unto

LAKE COUNTY TRUST COMPANY, a corporation of Indiana, as Trustee under the provisions

of a trust agreement dated the 20th day of December 19 89,

known as Trust Number 4025, the following described real estate in the County of

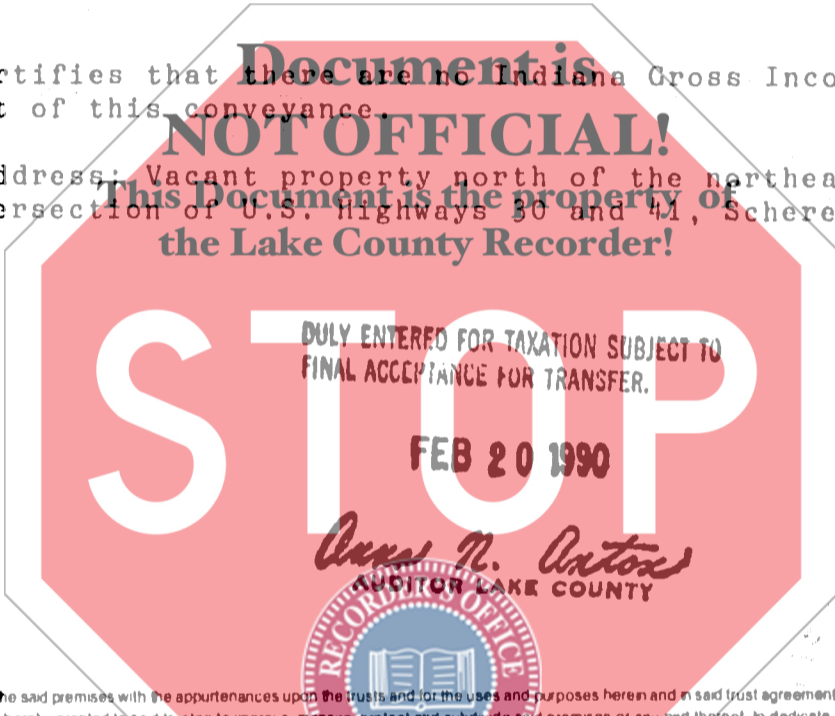
Lake and State of Indiana, to-wit:

See Exhibit A attached hereto and made a part hereof.

Subject to those items set forth on Exhibit B attached hereto and made a part hereof.

Grantor certifies that there are no Indiana Cross Income Taxes due as a result of this conveyance.

Property Address: Vacant property north of the northeast corner of the intersection of U.S. Highways 30 and 41, Schererville, Indiana



STATE OF INDIANA / S.S. NO.  
FILED  
LAKE COUNTY  
FEB 20 10 44 AM '90  
RECORDED  
ROBERT H. HARRIS

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 re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to convey 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 present 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 198 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.

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 property happening in or about said real estate, any 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 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 (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 whomsoever and whatsoever 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 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 its hereunto set

hand and seal this 14th day of February, 19 90

ATTEST: Michael Schuman CALUMET CONSTRUCTION CORPORATION

By: [Signature]

This instrument was prepared by: D. Albert Caspin, Esq., WINSTON & STRAWN,  
35 W. Wacker Drive, Chicago, Illinois 60601

000903

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

STATE OF INDIANA / S.S. NO.  
FILED  
LAKE COUNTY  
FEB 20 10 44 AM '90  
RECORDED  
ROBERT H. HARRIS

9.50  
OK



CALUMET

EXHIBIT A

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 269.31 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST TO THE WEST RIGHT OF WAY LINE OF THE CHICAGO, INDIANA AND SOUTHERN RAILWAY; THENCE NORTH ON SAID LINE 240.44 FEET; THENCE WEST TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 240.44 FEET TO THE PLACE OF BEGINNING, EXCEPTING THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. NO. 41 (WICKER AVENUE) 269.31 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION 9, MEASURED ALONG SAID RIGHT OF WAY LINE; THENCE EAST PARALLEL TO THE SAID SOUTH LINE A DISTANCE OF 120.00 FEET; THENCE NORTH PARALLEL TO THE SAID RIGHT OF WAY LINE A DISTANCE OF 180.00 FEET; THENCE WEST PARALLEL TO THE SAID SOUTH LINE A DISTANCE OF 120.00 FEET TO THE SAID RIGHT OF WAY LINE; THENCE SOUTH ON SAID RIGHT OF WAY LINE A DISTANCE OF 180.00 FEET TO THE POINT OF COMMENCEMENT, IN LAKE COUNTY, INDIANA.

*2017-13-1-15*



**EXHIBIT B**

1. Taxes for 1989 payable in 1990 and taxes for subsequent years.
2. Rights-of-way for drainage tiles, ditches, feeders and laterals, if any.
3. Acts done or suffered to be done by or through Purchaser.
4. Rights of the public and government agencies having jurisdiction over roads in and to that part of the land lying within U.S. Highway No. 41.

