

BANK ONE
BANK ONE, MERRILLVILLE, NA
Merrillville, Indiana

446777CP LD

Return to: **BANK ONE, MERRILLVILLE, NA**
Trust Department
1000 East 80th Place
Merrillville, IN 46410

DEED IN TRUST

THIS INDENTURE WITNESSETH, THAT THE GRANTOR(S), Thomas Simunick and Mary Lou Simunick, Husband and Wife

of the County of Lake and State of Illinois, for and in consideration of the sum of one dollar (\$1.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby acknowledged, Convey and Warrant unto **BANK ONE, MERRILLVILLE, NA**, a National Banking Association, with its principal office in Merrillville, Indiana, and duly authorized to accept and execute trusts within the State of Indiana, as Trustee under the provisions of a certain Trust Agreement, dated the 10th day of April, 19 90, and known as Trust Number 964360-54, the following described real estate in the County of Lake and State of Indiana, to wit:

Key# 22-9-13

That part of the Northwest Quarter of the Southeast Quarter of Section 20, Township 35 North, Range 7 West of the 2nd P. M., lying South of the South Right-of-Way line of U.S. Highway No. 30, Excepting the West 10 Acres thereof and the West 290 feet therefrom in Lake County, Indiana.

7550 E. 83rd Avenue, Merrillville, Indiana 46410

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

APR 27 1990

Document is
NOT OFFICIAL

Mail Tax Statements to:
Bank One, Merrillville, N.A.
1000 East 80th Place
Merrillville, Indiana 46410
Attn: Trust Department

SUBJECT TO

Ann M. Doctore
AUDITOR LAKE COUNTY

the Lake County Recorder.

TO HAVE AND TO HOLD the said real estate 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 real estate or any part thereof; to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof; and to resubdivide said real estate 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 real estate 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 real estate, or any part thereof; to lease said real estate, or any part thereof, from time to time, in possession or reversion by leases to commence in present or in future, and 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 to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, 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 appurtenant to said real estate or any part thereof, and to deal with said real estate 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 or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms 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 Deed from the date of the filing for record of this Deed.

This conveyance is made upon the express understanding and condition that neither the **BANK ONE, MERRILLVILLE, NA**, 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 Deed from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement 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 any 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; the intention hereof being to vest in said **BANK ONE, MERRILLVILLE, NA**, Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

IN WITNESS WHEREOF, the grantor(s) Thomas Simunick and Mary Lou Simunick aforesaid has their here unto set their hands and seals 10th day of April, 19 90

Thomas Simunick (SEAL)
Mary Lou Simunick (SEAL)

STATE OF INDIANA, S.S. NO. _____
LAKE COUNTY, INDIANA, REC'D FOR RECORD
APR 27 1990
0888
PHEILAND
10th
05 PM '90
(SEAL)

STATE OF Indiana ss
COUNTY OF Lake

Beth A. Hamilton, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas Simunick and Mary Lou Simunick

_____ personally known
to me to be the same persons whose name is _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act,

under my hand and Notarial seal this 10th day of April, A.D. 19 90
My Commission Expires NOV 21 1992
Beth A. Hamilton
Beth A. Hamilton, Notary Public 001484

This instrument prepared by David H. Brubeck, Vice President/Trust Officer

CHICAGO TITLE INSURANCE COMPANY

STATE OF INDIANA, S.S. NO. _____
LAKE COUNTY, INDIANA, REC'D FOR RECORD

5.00
CY