

TO: Michigan Ave., IL 60605

006-1001064-9

Return to: Peoples Bank A FEDERAL SAVINGS BANK

9204 Columbia Ave., Munster, IN 46321

# 003762 This Indenture Witnesseth

That the Grantor Edward E. Higgins and Ann T. Higgins, Husband and Wife, as to an undivided half interest and Willis G. Higgins as to an undivided half interest

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

consideration of Ten and 00/100 \*\*\*\*\*(\$10.00)\*\*\*\*\* Dollars,

and other good and valuable considerations in hand paid, Convey 8 and Warrant 8 unto PEOPLES

BANK, A Federal Savings Bank, a U.S. corporation, as Trustee under the provisions of a trust agreement dated the

19th day of March 19 90,

known as Trust Number 10003, the following described real estate in the County of

Lake and State of Indiana, to-wit:

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

SEE THE ATTACHED LEGAL DESCRIPTION

KEY# 37-40-6

MAR 30 1990

TICOR TITLE INSURANCE STATE OF INDIANA/S.S. INC. Crown Point, Indiana FILED FOR RECORD

## Document is NOT OFFICIAL!

Subject to any and all easements, covenants, and restrictions of record, any zoning/use ordinances, rules or regulations, and specifically subject to the rights, titles and interest of the City of Hammond by virtue of a quit claim deed, dated 5-31-78; recorded June 13, 1978 as document No. 473333

# STOP

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 present 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 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 conveyances 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 s aforesaid have hereunto set their hand s and seal s this 16th day of April 19 90.

Edward E. Higgins  
Edward E. Higgins

Willis G. Higgins  
Willis G. Higgins

Ann T. Higgins  
Ann T. Higgins

001688

This instrument was prepared by: Frank J. Bochnowski Attorney at Law 9204 Columbia Ave. Munster, IN 46321

100  
tc

STATE OF Indiana

County of Lake

SS.

I, Vicki Jo Alkire a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edward E. Higgins, Ann T. Higgins and Willis G. Higgins personally known to me to be the same person <sup>B</sup> whose name <sup>S</sup> subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that They signed, sealed and delivered the said instrument as <sup>a</sup> free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Seal seal this 16th

day of April

1990

Document is NOT OFFICIAL  
*Vicki Jo Alkire*  
 Vicki Jo Alkire Notary Public  
 Resident of: Porter

This Document is the property of the Lake County Recorder!

**STOP**



TRUST NO. 10003

**Deed in Trust**

WARRANTY DEED

TO

**PEOPLES BANK,  
 A FEDERAL SAVINGS**

**BANK  
 TRUSTEE**

PROPERTY ADDRESS:

3605-09-17 Orchard Drive  
 Hammond, IN 46323

ATTACHMENT TO DEED DATED April 16, 1990

GRAND ORCHARD APARTMENTS  
LEGAL DESCRIPTION

A part of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 15, Township 36 North, Range 9 West of the Second Principal Meridian in the City of Hammond, Lake County, Indiana, described as commencing at a point on the West line of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  said point being the Southwest corner of RoseClaire Subdivision, as shown in Plat Book 40, page 33, in the Office of the Recorder of Lake County, Indiana, thence South along the West line of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  142 feet to the intersection of the centerline of Orchard Drive, thence Southeasterly along the centerline of said Orchard Drive 297.3 feet, more or less; thence Northerly on a straight line 310.44 feet, more or less, to the Southeast corner of Lot 43, RoseClaire Subdivision; thence Westerly along the South line of RoseClaire Subdivision 246.23 feet to the West line of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and place of beginning.  
Commonly Known as: 3605-09-17 Orchard Drive,  
Hammond, IN 46323

