

MAIL TAX BILLS TO:

First Bank of Whiting
9701 Indianapolis Boulevard
Highland, Indiana 46322

Burke, Murphy, Costanza
610 Mary Neal Bldg. Cuyahoga

78585 Building
Merr 46410
Part of 10-55-97

KEY NO.:

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101405

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantor, BENJAMIN C. MARTELLO, of Lake County, State of Indiana, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid,

TRANSFERS AND CONVEYS to FIRST BANK OF WHITING, as Trustee under Trust Agreement dated February 7, 1989, and known as Trust No. 1898, 9701 Indianapolis Boulevard, Highland, Indiana 46322, County of Lake, State of Indiana, the following described real estate in Lake County, State of Indiana, to-wit:

Unit 5020-A, Building 3, Lake Holiday Condominium, a Horizontal Property Regime, as created by Declaration of Condominium recorded September 19, 1981, as Document Nos. 644345 and 644346, and as amended by First Amendment to Declaration of Lake Holiday Condominiums, recorded August 10, 1982, as Document Nos. 677329 and 677330, and as amended by Second Amendment to Declaration of Lake Holiday Condominiums, recorded February 27, 1989, as Document Nos. 024499 and 024500, in the Recorder of Deeds of Lake County, Indiana, together with undivided interest in the common areas appertaining thereto and Garage No. G-3.

SUBJECT, NEVERTHELESS, TO THE FOLLOWING:

1. Taxes for 1989 payable in 1990 and thereafter.
2. Covenants, easements and restrictions of record.

FILED FOR TAXATION SUBJECT TO
TAXES FOR TRANSFER.

MAY 21 1990

TO HAVE AND TO HOLD the said premises and appurtenances and 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 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

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to renew leases and options to purchase the whole or any part of the premises 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.

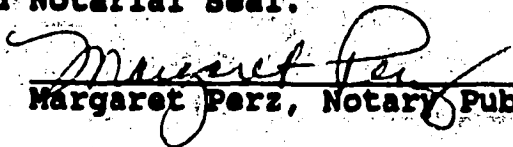
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 10th day of May, 1990.


BENJAMIN C. MARTELLO

STATE OF INDIANA,)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 4th day of May, 1990, personally appeared BENJAMIN C. MARTELLO and acknowledged the execution of the above and foregoing Deed in Trust.

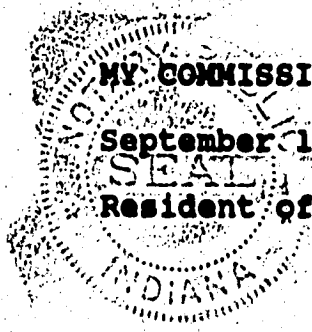
WITNESS my hand and Notarial Seal.


Margaret Perz, Notary Public

MY COMMISSION EXPIRES:

September 12, 1991

Resident of Lake County, Indiana



This instrument prepared by Demetri J. Retson, Attorney At Law, 8585 Broadway, Suite 610, Merrillville, Indiana 46410.