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DEED IN TRUST

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

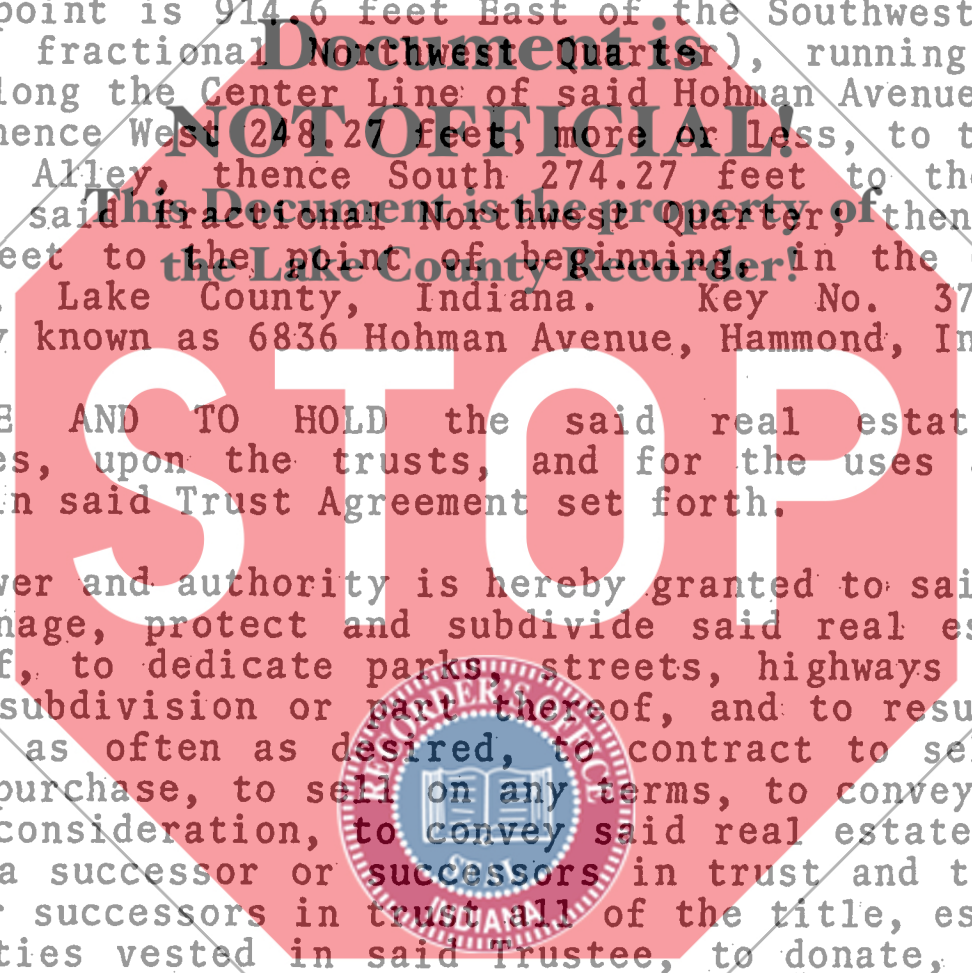
JUL 12 1990

THIS INDENTURE WITNESSETH, that the Grantor, James D. Brodersen of the County of Lake and State of Indiana, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys and Warrants unto James D. Brodersen as Trustee under the provisions of a Trust Agreement dated the 1st day of July, 1989, the following described real estate in the County of Lake and State of Indiana, to-wit:

The North 125 Feet of: Part of the Fractional Northwest Quarter of Section 12, Township 36 North, Range 10 West of the 2nd P.M., described as commencing at the intersection of the center line of Hohman Avenue with the South Line of said fractional Northwest Quarter (which point is 914.6 feet East of the Southwest Corner of said fractional Northwest Quarter), running thence North along the Center Line of said Hohman Avenue 274.27 feet; thence West 248.27 feet, more or less, to the East line of Alley, thence South 274.27 feet to the South Line of said fractional Northwest Quarter, thence East 250.6 feet to the point of beginning in the City of Hammond, Lake County, Indiana. Key No. 37-91-17, commonly known as 6836 Hohman Avenue, Hammond, Indiana.

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STATE OF INDIANA/S.S. NO. FILED FOR RECORD



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 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 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 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 or 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 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 easement appurtenant to said real estate or any part thereof, and to deal with said

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c/o Kirk Pinkerton 194 11.00

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 familiar 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 trust have been complied with, or be obliged to inquire into the authority, 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, or any successor in trust. In relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyances, lease or other instrument, (a) that at the time of the delivery thereof the trustee created by 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such 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.

This conveyance is made upon the express understanding and conditions that neither James D. Brodersen, Trustee, 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 Trust Agreement, or any amendment thereto, or for injury to person or property happening in or about said real estate, and 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 contract, 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 shall be charged with notice of this condition from the date of 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 only be 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Trustee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "In trust" or upon condition, or "with limitations" or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Indiana providing for exemption or homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set his hand and seal this 30<sup>th</sup> day of June, 1990.

*James D. Brodersen*  
James D. Brodersen

STATE OF INDIANA )  
                          )SS:  
COUNTY OF LAKE )



I, Kirk A. Pinkerton, a Notary Public in and for said county, in the State aforesaid, do hereby certify that James D. Brodersen, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this 30<sup>th</sup> day of June, A.D. 1990

*Kirk A. Pinkerton*  
Kirk A. Pinkerton, Notary Public  
Resident of Lake County  
My Commission Expires: 7/13/92

