

091-920

92010406

EASEMENT

NORTHEAST INDIANA TITLE SERVICES, INC.  
162 Washington Street  
Lowell, Indiana 46356  
769-0727 or 696-0100

This Agreement made and entered into this 31st day of December, 1991, by and between PHYLLIS E. WHITE and HERBERT J. QUILL and DOLORES E. QUILL, husband and wife, (hereinafter collectively referred to as "Grantors") and CENTIER BANK, formerly known as First National Bank of Crown Point, as Trustee under Trust No 53-0148, and JACK L. SWEIKERT and BERNADINE S. SWEIKERT, husband and wife, (hereinafter referred to as "Grantee").

WHEREAS, Phyllis E. White is the fee title holder and HERBERT J. QUILL and DOLORES E. QUILL are contract purchasers of the following described parcel of real estate:

Lot 33 in Belshaw, as per plat thereof, recorded in Plat Book 11, page 20, in the Office of the Recorder of Lake County, Indiana.

and, WHEREAS, Centier Bank, formerly known as First National Bank of Crown Point, as Trustee under Trust No. 53-0148, is the owner of the following described parcel of real estate:

Lots A & B in Belshaw, as per plat thereof, recorded in Plat Book 11, page 20, in the Office of the Recorder of Lake County, Indiana.

and, WHEREAS, the two-story brick and frame structure now erected on Lot A constructed on the lot line between Lots 33 and Lot A and Grantee is unable to perform any maintenance on the Westerly side of said building without crossing onto Grantor's property; and

WHEREAS, Grantee desires an easement for access across Grantor's parcel to allow for maintenance upon the Westerly portion of said building.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. That the Grantor does hereby grant to the Centier Bank, formerly known as First National Bank of Crown Point, as Trustee under Trust No. 53-0148, and Jack L. Sweikert and Bernadine S. Sweikert, husband and wife, an easement for access over and upon the following described parcel:

The East 10 feet of Lot 33 in Belshaw, as per plat thereof, recorded in Plat Book 11, page 20, in the Office of the Recorder of Lake County, Indiana.

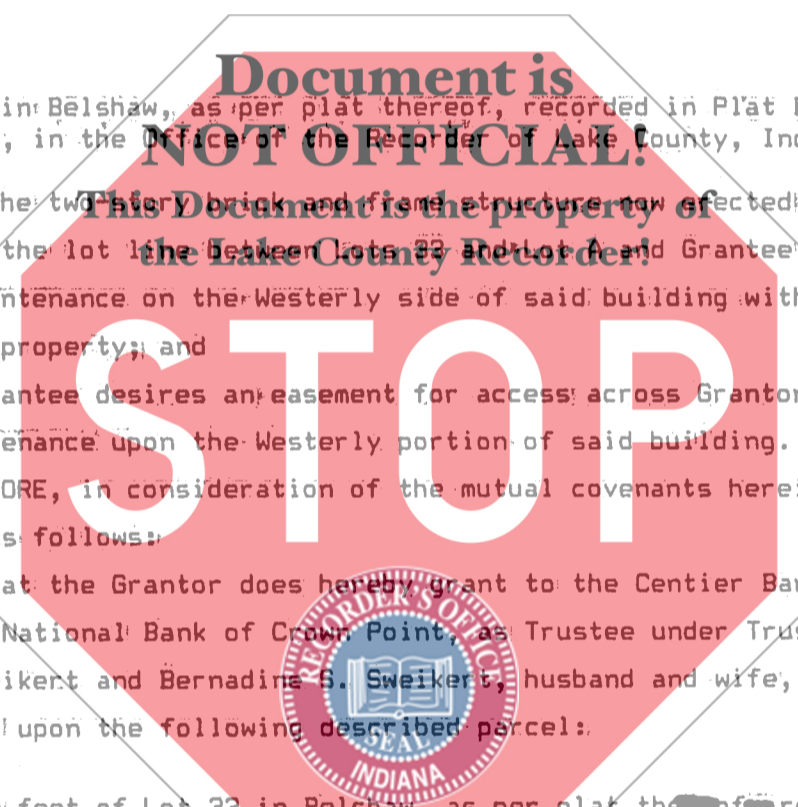
Said easement for access to allow Grantee to perform maintenance and/or repair of the Westerly portion of the two-story brick and frame structure now located on Lot A.

2. The Grantors reserve the use of said strip of land for all purposes not inconsistent with the easement granted herein.

3. The Grantee covenants and agrees that subsequent to any repairs and/or maintenance that requires the use of said easement, they shall leave said strip in a clean and sightly condition and shall return said strip of land to the condition that existed prior to said repairs and/or maintenance.

4. The Grantee shall and will indemnify and hold the Grantors harmless from and against any and all damage, injuries, losses, claims, or demands caused by fault or negligence of the Grantee in the use of easement.

5. The grant of this easement shall run solely for the benefit of the Grantee.



FILED

FEB 16 1992

*Ann N. Antos*  
AUDITOR LAKE COUNTY

00880

1200

STATE OF INDIANA  
FEB 20 11 25 AM '92

DATED this 3rd day of January, 1992.

GRANTORS:

GRANTEE:

CENTIER BANK, f/k/a First National  
Bank of Crown Point

Phyllis E. White  
PHYLLIS E. WHITE

By: [Signature]

Herbert J. Quill  
HERBERT J. QUILL

By: [Signature]

Dolores S. Quill  
DOLORES S. QUILL

Jack L. Sweikert  
JACK L. SWEIKERT

Bernadine S. Sweikert  
BERNADINE S. SWEIKERT

STATE OF INDIANA )

COUNTY OF LAKE )

**Document is  
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the Lake County Recorder!**

Before me, a Notary Public in and for said County and State, this 3 day  
of JAN, 1992, personally appeared PHYLLIS E. WHITE and acknowledged  
the execution of the above and foregoing instrument to be her voluntary act and  
deed.

WITNESS my hand and Notarial Seal.

My Commission expires:  
3-24-92

County of Residence:  
LAKE



[Signature]  
JOHN W. WILSON Notary Public

STATE OF INDIANA )

COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, this 3 day  
of JAN, 1992, personally appeared HERBERT J. QUILL and DOLORES S.  
QUILL, husband and wife, and acknowledged the execution of the above and foregoing  
instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission expires:  
3-24-92

County of Residence:  
LAKE

[Signature]  
JOHN W. WILSON Notary Public

STATE OF INDIANA )  
 )  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 1992, personally appeared CENTIER BANK, f/k/a First National Bank of Crown Point, as Trustee under Trust No. 59-0148, by \_\_\_\_\_ and acknowledged the execution of the above and foregoing instrument to be its voluntary act and deed.  
WITNESS my hand and Notarial Seal.

My Commission expires: \_\_\_\_\_

Notary Public

County of Residence: \_\_\_\_\_

STATE OF INDIANA )  
 )  
COUNTY OF LAKE )

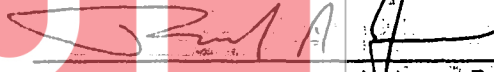
**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

Before me, a Notary Public in and for said County and State, this 2nd day of January, 1992, personally appeared JACK L. SWEIKERT and BERNADINE S. SWEIKERT, husband and wife, and acknowledged the execution of the above and foregoing instrument to be their voluntary act and deed.  
WITNESS my hand and Notarial Seal.

My Commission expires: \_\_\_\_\_

9-12-94

  
RICHARD A. ZUNICA

Notary Public

County of Residence: LAKE



This instrument prepared by: RICHARD A. ZUNICA, Attorney at Law  
162 Washington Street, Lowell, IN 46356

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 22nd day of December, A.D. 1992, creating Trust No. 53-0148 and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the Trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by CENTIER BANK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against CENTIER BANK, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, said CENTIER BANK has caused its name to be signed to these presents by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Vice Pres. & Sr. Trust Officer the day and year first above written.

CENTIER BANK, as Trustee  
aforesaid and not personally.

ATTEST:

David H. Brubeck  
Sr. Trust Officer

STATE OF INDIANA  
COUNTY OF LAKE

I, Irene Manous, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Carolyn A. Mayer of CENTIER BANK, a state bank organized under the state banking laws of Indiana, and David H. Brubeck of said state bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice Pres. & Sr. Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said state bank as Trustee, for the uses and purposes therein set forth; and the said INDIANA Carolyn A. Mayer did also then and there acknowledge that he, as custodian of the corporate seal of said state bank, did affix the said corporate seal of said state bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said state bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of February, 19 92

Irene Manous  
Irene Manous  
NOTARY PUBLIC

My Commission Expires:  
August 22, 1995

COUNTY OF RESIDENCE: LAKE

