

92035618

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCOUNTABLE BY TRANSFER

MAY 29 1992

Record and Return to:
Calumet National Bank - Trust Dept.
P. O. Box 69
Hammond, IN 46325

William W. Antone
AUDITOR LAKE COUNTY

DEED IN TRUST

THIS INDENTURE WITNESSETH, That the following Grantors: Martha M. Collins and Aimee A. Ruge, as Trustees under the provisions of a Trust Agreement dated December 18, 1970, between Marguerite M. Parry, as Settlor, and Martha M. Collins and Aimee A. Ruge, as Trustees, as to that part of the land lying within the West 30 feet of the Southwest Quarter of the Southwest Quarter of Section 33, Township 36 North, Range 9 West of the 2nd P.M., and as to an undivided one-half (1/2) interest in the balance of the land; **And**

Martha M. Collins and Richard C. Collins as Trustees under the provisions of a Trust Agreement dated the 24th day of March, 1973, and known as the Martha M. Collins Trust, as to an undivided one-fourth (1/4) interest in the balance of the land; **And**

Aimee P. Ruge, Trustee of the Aimee P. Ruge Revocable Trust dated September 9, 1977, as to an undivided one-fourth (1/4) interest in the balance of the land;

for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of whereof is hereby acknowledged, do by these presents, **CONVEY AND WAR-**

RANT to **CALUMET NATIONAL BANK**, a national banking association with its principal place of business at 5231 Hohman Avenue in the City of Hammond, Lake County Indiana, as Trustee, under the terms and conditions of that certain written agreement and declaration of trust dated the 11th day of May, 1992, and identified as Trust No. P-3895, the

following-described real estate in Lake County, Indiana, to-wit:

That part of the West Half of the Southwest Quarter, lying West of a line that is 33 feet West of and parallel to the West line of the New York Central Railroad right of way in the Southwest Quarter of Section 33, Township 36 North, Range 9 West of the 2nd P.M., and part of the Southeast Quarter of Section 32, Township 36 North, Range 9 West of the 2nd P.M., described as follows:



JUN 23 11 46 PM '92
ROBERT E. IRELAND
RECORDER

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION
STATE OF INDIANA, S.S. NO. LAKE COUNTY, IN
FILED FOR RECORD

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Beginning at the Northwest corner of the Southwest Quarter of said Section 33, thence Southerly on and along the West line of said Section 33, a distance of 225 feet to a point; thence Easterly parallel to the North line of the Southwest Quarter of said Section 33 a distance of 68.3 feet to a point on the Easterly right of way line of U. S. Highway No. 41, said point being marked by an iron pipe which is the point of beginning; thence continuing Easterly parallel to the North line of the Southwest Quarter of said Section 33, a distance of 661.1 feet to a point marked by an iron pipe; thence Southeasterly a distance of 439.25 feet to a point marked by an iron pipe, said point being 306.7 feet South of the North line of the Southwest Quarter of Section 33, Township 36 North, Range 9 West of the 2nd P.M., on the West line of a strip of land conveyed to Illana Company by deed recorded in Deed Record 592, Page 423; thence Southerly along the West line of said strip of land a distance of 2,360 feet, more or less, to the South line of the West Half of the Southwest Quarter of said Section 33, which is the centerline of Main Street (53rd Avenue); thence Westerly along the South line of the West Half of the Southwest Quarter of said Section 33, to the Southwest corner of the Southwest Quarter of said Section 33; thence Northerly along the West line of Section 33, a distance of 50.09 feet; thence North 34 degrees 42 minutes 57 seconds West, a distance of 17.74 feet to a point on the Easterly right of way line of U. S. 41 in the Southeast Quarter of Section 32, Township 36 North, Range 9 West of the 2nd P.M.; thence North 01 degrees 16 minutes 04 seconds East, along the Easterly line of U. S. 41, a distance of 248.50 feet; thence North 02 degrees 44 minutes 32 seconds East along the Easterly line of U. S. 41, a distance of 618.6 feet; thence North 2 degrees 51 minutes 00 seconds East along the Easterly line of U. S. 41, a distance of 792.52 feet; thence North 00 degrees 06 minutes 28 seconds West, along the Easterly line of U. S. 41, a distance of 466.8 feet; thence North 04 degrees 22 minutes 03 seconds East along the Easterly line of U. S. 41, a distance of 230.08 feet to the point of beginning, all in the Town of Highland, Lake County, Indiana. (Unit No. 16; Key Nos. 27-30-1 and 27-27-4.)

Commonly known as: N. E. Corner, U. S. 41 and Main Street, Highland, Indiana.

Subject to:

Roads and highways, and other rights of way; ditches and drains, if any, and all rights therein; easements for utilities and limitations by fences or other natural boundaries, if any; and taxes for 1992 and thereafter.

Mail Tax Statements to:

1408 Wilderness Drive
Schererville, IN 46375
c/o Randall Minns

TO HAVE AND TO HOLD said premises with the appurtenances upon the trusts, and for the uses and purposes herein and in said trust set forth:

The said Trustee shall have full power and authority to improve, manage, protect, and subdivide the real estate from time to time forming a part of the trust estate; to dedicate parks, streets, highways or alleys and to vacate any subdivision or parts 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 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, and to renew or extend leases upon any terms and for any period or periods of time, to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, and to consent to the assignment of leases, 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 said property or exchange it, 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 appurtenance to said property or any part thereof, to purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease, 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 the Trustee in relation to such property, or to whom such property 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 property, or be obliged to see that the provisions or 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 the trust; and every 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 instrument and 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 said trust agreement and this instrument, or any such amendment of said trust agreement, and binding upon all beneficiaries thereunder, and (c) that said Trustee was duly appointed and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

In Witness Whereof, the said Martha M. Collins and Aimee A. Ruge, as Trustees under the provisions of a Trust Agreement dated December 18, 1970, between Marguerite M. Parry, as Settlor, and Martha M. Collins and Aimee A. Ruge, as Trustees, as to that part of the land lying within the West 30 feet of the Southwest Quarter of the Southwest Quarter of Section 33, Township 36 North, Range 9 West of the 2nd P.M., and as to an undivided one-half (1/2)

interest in the balance of the land; Martha M. Collins and Richard C. Collins as Trustees under the provisions of a Trust Agreement dated the 24th day of March, 1973, and known as the Martha M. Collins Trust, as to an undivided one-fourth (1/4) interest in the balance of the land; and Aimee P. Ruge, Trustee of the Aimee P. Ruge Revocable Trust dated September 9, 1977, as to an undivided one-fourth (1/4) interest, in the balance of the land; as Grantors, have hereunto set their hands and seals, this 11th day of May, 1992. This instrument is executed by Aimee A. Ruge, Trustee, and Aimee P. Ruge, by Martha M. Collins, her attorney-in-fact, pursuant to a Power of Attorney dated 12/20/91.

Martha M. Collins and Aimee A. Ruge, as Trustees under the provisions of a Trust Agreement dated December 18, 1970, between ~~Do Marguerite M. Pary~~, as Settlor, and Martha M. Collins and Aimee A. Ruge, as Trustees, as to that part of the land lying within the West 30 feet of the Southwest Quarter of the Southwest Quarter of Section 33, Township 36 North, Range 9 West of the 2nd P.M., and as to an undivided one-half (1/2) interest in the balance of the land;

By: Martha M. Collins (Seal)
Martha M. Collins, as Trustee

Aimee A. Ruge (Seal)
Aimee A. Ruge, as Trustee

By: Martha M. Collins (Seal)
Martha M. Collins, her Attorney-in-Fact

Martha M. Collins and Richard C. Collins as Trustees under the provisions of a Trust Agreement dated the 24th day of March, 1973, and known as the Martha M. Collins Trust, as to an undivided one-fourth (1/4) interest in the balance of the land;

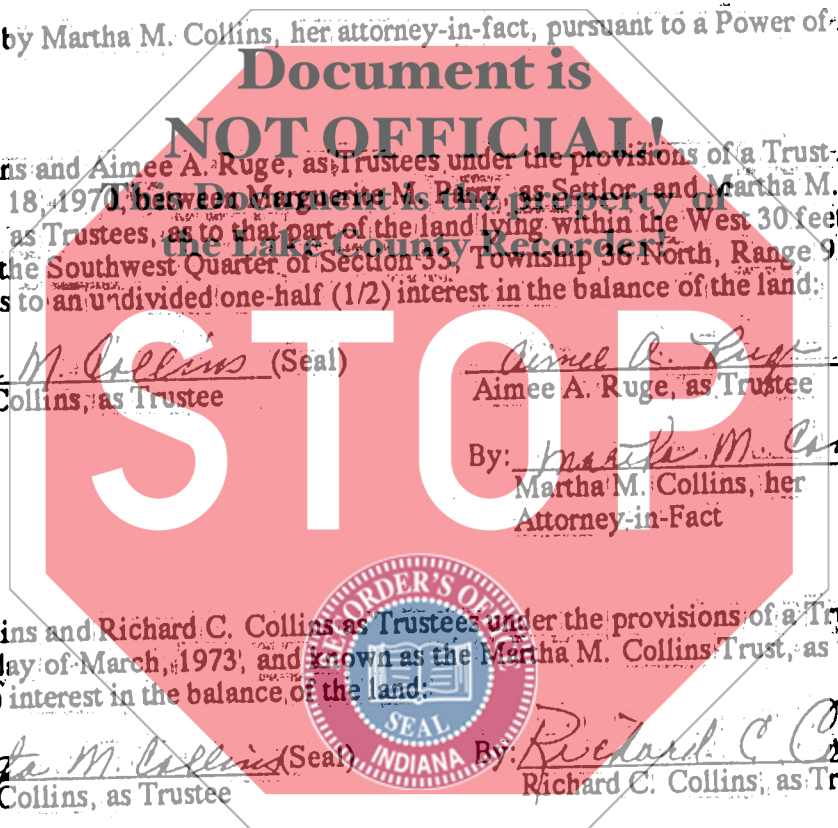
By: Martha M. Collins (Seal)
Martha M. Collins, as Trustee

By: Richard C. Collins (Seal)
Richard C. Collins, as Trustee

Aimee P. Ruge, Trustee of the Aimee P. Ruge Revocable Trust dated September 9, 1977, as to an undivided one-fourth (1/4) interest in the balance of the land:

Aimee P. Ruge (Seal)
Aimee P. Ruge, as Trustee

By: Martha M. Collins (Seal)
Martha M. Collins, her Attorney-in-Fact



STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Martha M. Collins, a Trustee under the provisions of a Trust Agreement dated December 18, 1970, between Marguerite M. Parry, as Settlor, and Martha M. Collins and Aimee A. Ruge, as Trustees, as to that part of the land lying within the West 30 feet of the Southwest Quarter of the Southwest Quarter of Section 33, Township 36 North, Range 9 West of the 2nd P.M., and as to an undivided one-half (1/2) interest in the balance of the land; and Martha M. Collins and Richard C. Collins as Trustees under the provisions of a Trust Agreement dated the 24th day of March, 1973, and known as the Martha M. Collins Trust, as to an undivided one-fourth (1/4) interest in the balance of the land, as Grantors, who acknowledged the execution of the foregoing Deed In Trust to be their voluntary act and deed and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial seal this 11th day of May, 1992.

My Commission Expires: 10/19/95

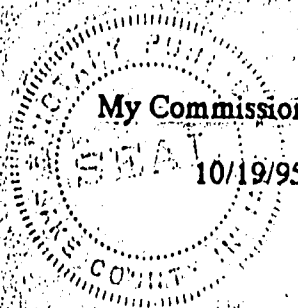
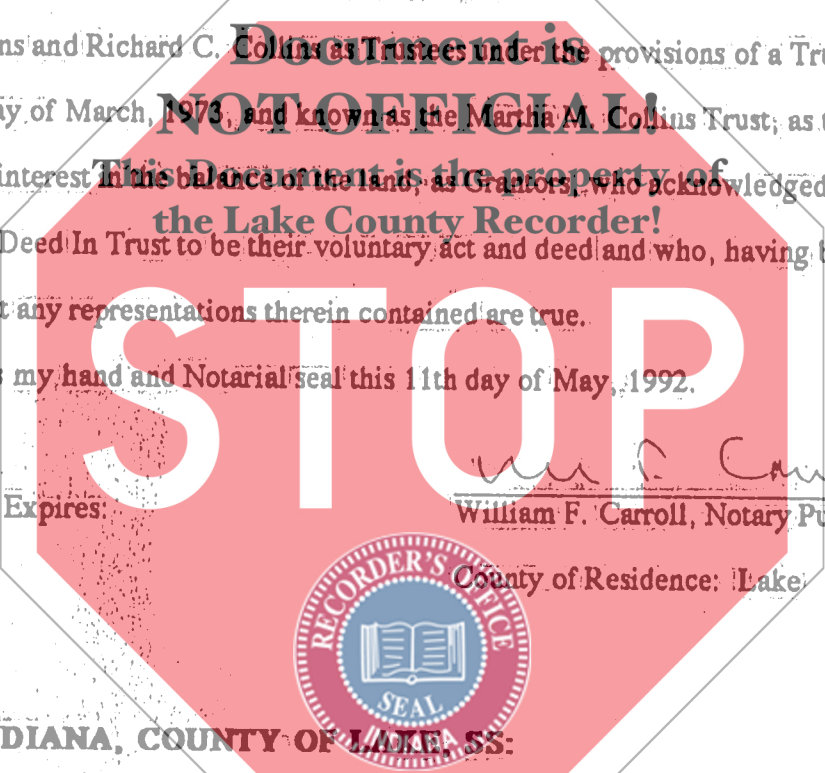
William F. Carroll

William F. Carroll, Notary Public

County of Residence: Lake

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Aimee A. Ruge, a Trustee under the provisions of a Trust Agreement dated December 18, 1970, between Marguerite M. Parry, as Settlor, and Martha M. Collins and Aimee A. Ruge, as Trustees, as to that part of the land lying within the West 30 feet of the Southwest Quarter of the Southwest Quarter of Section 33, Township 36 North, Range 9 West of the 2nd P.M., and as to an undivided one-half (1/2) interest in the balance of the land; and



Aimee P. Ruge, Trustee of the Aimee P. Ruge Revocable Trust dated September 9, 1977, as to an undivided one-fourth (1/4) interest in the balance of the land, A Grantor herein, by Martha M. Collins, her attorney-in-fact, pursuant to a Power of Attorney dated 12/20/91, who acknowledged the execution of the foregoing Deed In Trust to be her voluntary act and deed and who, having been duly sworn, stated that any representations therein contained are true; and that the Power of Attorney dated 12/20/91 has not been revoked by the death of Aimee A. Ruge, the Principal, nor by voluntary act of revocation of the Principal. * and recorded June 3, 1992 as Document

Witness my hand and Notarial seal this 11th day of May, 1992.

92035419

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

William F. Carroll
William F. Carroll, Notary Public

My Commission Expires:

10/19/95

County of Residence: Lake

This instrument prepared by: William F. Carroll, Attorney at Law, 101 North Main Street, Crown Point, IN 46307.

STOP

