

R-63849 5064

# This Indenture Witnesseth

93049580

That the Grantors, Peter Tzanetakos and Rada Tzanetakos

of the County of Lake and State of Indiana for and in consideration of Ten and no/100 Dollars,

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

**BANK OF HIGHLAND** a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 8TH day of JULY 19 93,

known as Trust Number 13-5006, the following described real estate in the County of Lake and State of Indiana, to-wit:

Part of the East 1/2 of the Southeast 1/4 of Section 15, Township 35 North, Range 9 West of the Second Principal Meridian, described as commencing at a point on the East line of said tract 1078.95 feet South of the Northeast corner thereof and running thence South along said East line 401.47 feet to the Northerly line of State Road #30; thence North 76 degrees 18 minutes West along the Northerly line of said State Road 859.62 feet to a point; thence North 66 degrees 22 minutes West along the said Northerly line 203.04 feet to a point; thence continuing along said Northerly line North 76 degrees 18 minutes West 319.11 feet to a point in the West line of the East 1/2 of the Southeast 1/4 of said Section; thence North along said West line 74.3 feet to a point 1078.95 feet South, measured along said West line of the North line of said East 1/2 of the Southeast 1/4; thence East parallel with said North line 1330.06 feet to the place of beginning, in Lake County, Indiana, containing 7.50 acres more or less.

COMMON ADDRESS: 780 E. Lincoln Hwy, Schererville, IN KEY NO: 13-124-5

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 praesenti 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 encumbrance 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 s aforesaid have hereunto set their hand s and seal s this 8th day of July 19 93

*Peter Tzanetakos*  
Peter Tzanetakos  
*Rada Tzanetakos*  
Rada Tzanetakos

This instrument was prepared by: Joseph Q. Loker, Member Indiana Bar Association  
Bank of Highland, 2611 Highway Avenue, Highland, IN

*Anna N. Antow*  
AUDITOR LAKE COUNTY

01198

MAIL TAX STATEMENTS TO:  
2130 Azalea Drive  
Highland, IN 46322

Chicago Title Insurance Company  
STATE OF INDIANA  
LAKE COUNTY  
RECORDERS OFFICE

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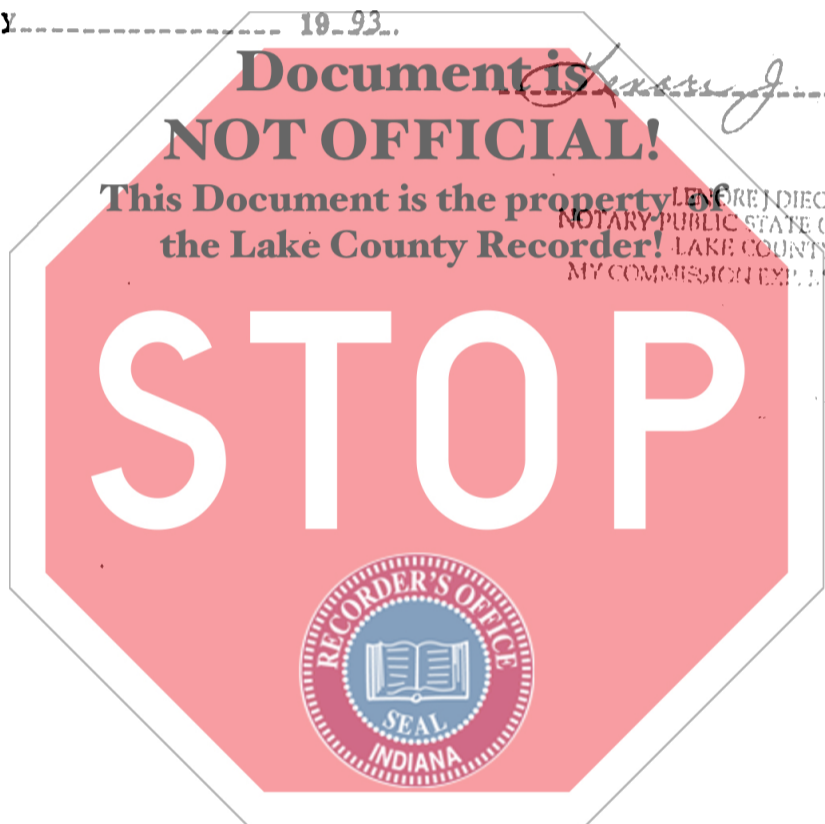
STATE OF Indiana )  
County of Lake ) SS.

I, the undersigned a Notary Public in and  
for said County, in the State aforesaid, do hereby certify that  
Peter Tzanetakos and Rada Tzanetakos

personally known to me to be the same person and whose name is  
subscribed to the foregoing instrument, appeared before me this day in person and acknowl-  
edged that they signed, sealed and delivered the said instrument as their  
free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 8th  
day of July 1993.

*Henry J. Dieck*  
Notary Public  
LENDRE DIECK  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXPIRES MAR 3, 1997



TRUST NO. -----

**Deed in Trust**  
WARRANTY DEED



TO

**BANK OF HIGHLAND**

**TRUSTEE**

**PROPERTY ADDRESS**

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