

MAIL TAX BILLS TO:

Ida M. Smith, Trustee
612 W. 94th Court
Crown Point, IN 46307

ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

SEP 20 1995

John M. O'Drabinak
Attorney at Law
Park Center
5240 Fountain Drive Suite J
Crown Point, In.
46307

SAM ORLICH
AUDITOR LAKE COUNTY **DEED IN TRUST**

THIS INDENTURE WITNESSETH, that the Grantor, Ida Mary Smith, a/k/a Ida Smith, a/k/a Ida M. Smith of Crown Point, Indiana, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to Ida M. Smith, as Trustee, under the provisions of the Smith Living Trust, Dated September 13, 1995, the following described real estate in Lake County, Indiana, to-wit:

95057023

Document is

NOT OFFICIAL!

to have and to hold the said real estate with all improvements, upon the trusts, and for the uses and purposes set forth herein and in the Trust Agreement.

This Document is the property of
the Lake County Recorder!

The Trustee shall have full power and authority to the Trustee to improve, manage, protect and subdivide the real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide the 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 the real estate or any part thereof to a successor or successors in trust, and to grant to the successor or successors in trust all of the title, estate, powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the real estate or any part thereof, to lease the 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 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 renew leases and options to purchase the whole or any part of the reversion, to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange the 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 the real estate or any part thereof, and to deal with the 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 similar to or different from the ways above specified, at any time or times hereafter.

95 SEP 22 AM 8:57

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

In no case shall any party dealing with the Trustee or any successor in trust, in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the 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 the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee, or any successor in trust in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such

001324

16.9

conveyance, lease or other instrument, (a) that at the time of the delivery thereof, the Trust created by this Indenture and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries thereunder, (c) that the Trustee, or any successor in trust, 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 the 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 condition that Ida M. Smith, individually, or as Trustee, nor her successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything they or their agents or attorneys may do or omit to do in or about the real estate or under the provisions of this Deed or the Trust Agreement or any amendment thereto, or for injury to person or property happening in or about the real estate, 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 the real estate may be entered into in the name of the then beneficiaries under the Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in her own name, as Trustee of an express trust and not individually (and the Trustee shall have no 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 and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under the Trust Agreement 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 any other disposition of the 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 the real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in Ida M. Smith, as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event Ida M. Smith is unable or refuses to act as Trustee, for any reason, then the following individuals shall serve as Successor Trustees, in successive order:

DONALD J. SMITH
DENNIS J. SMITH
DANIEL J. SMITH

IN WITNESS THEREOF, the Party hereto has set her hand and seal on September 13, 1995.

Ida Mary Smith a/k/a Ida Smith a/k/a Ida M. Smith
Ida Mary Smith, a/k/a Ida Smith, a/k/a Ida M. Smith

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

I, Gloria J. Deno, a Notary Public in and for said County and State, do hereby certify that Ida Mary Smith, a/k/a Ida Smith, a/k/a Ida M. Smith, personally known to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the instrument as her free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal on September 13, 1995.

Gloria J. Deno

My Commission Expires:
11-28-97

Gloria J. Deno, Notary Public
Resident of Lake County, Indiana

Document Prepared By: John M. O'Drobinak, Attorney at Law, 5240 Fountain Drive, Suite J,
Crown Point, Indiana 46307, (219) 738-2292

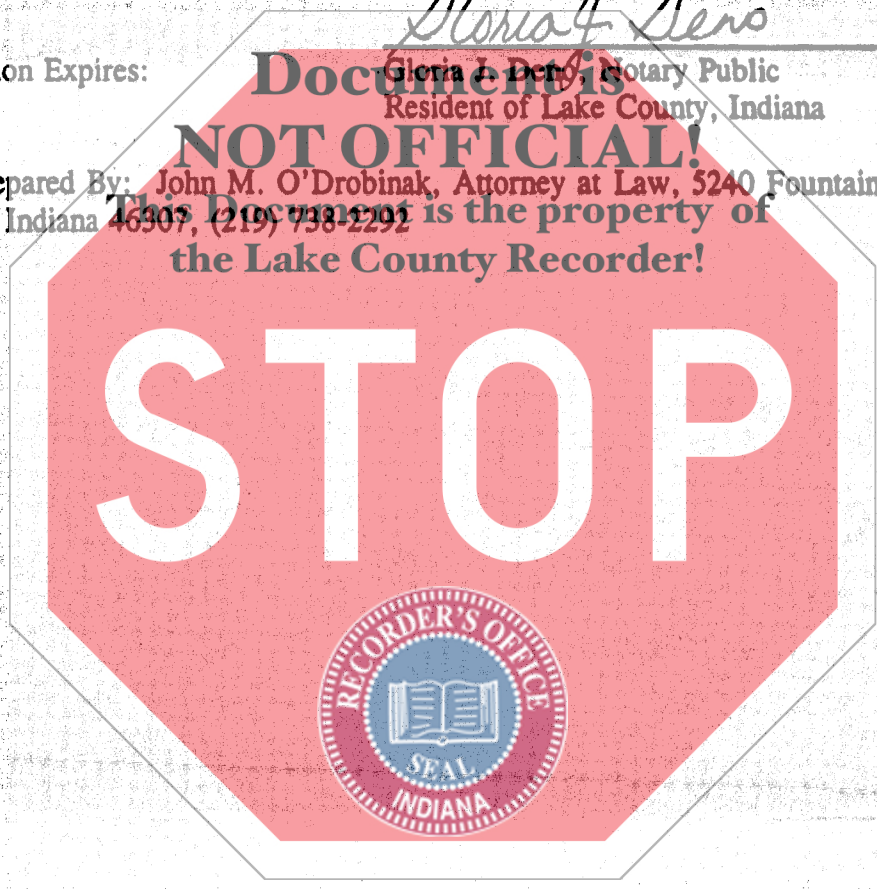


EXHIBIT A

PARCEL ONE:

PARCEL I: Part of Tract 14 in Phase Two of Pebble Brooks, a Planned Unit Development in Crown Point, as per plat thereof, recorded in Plat Book 72 page 36, in the Office of the Recorder of Lake County, Indiana, and as amended by certificate of correction recorded March 8, 1993 as Document No. 93014924, described as follows: Commencing at the Northwest corner of said Tract 14; thence North 79 degrees 47 minutes 07 seconds East, along the North line of said Tract, 71.0 feet to the true point of beginning; thence continuing North 79 degrees 47 minutes 07 seconds East, along said North line 45.0 feet to the Northeast corner of said Tract 14; thence South 10 degrees 12 minutes 53 seconds East, along the East line of said Tract, 77.62 feet to a point of deflection; thence South 35 degrees 19 minutes 01 seconds West, along the Southeasterly line of said Tract, 29.95 feet to the Southeast corner of said Tract 14; thence Westerly; along the curved Southerly line of said Tract 14, being a curve concave to the South and having a radius of 53.0 feet, an arc distance of 27.75 feet; thence North 10 degrees 12 minutes 53 seconds West, 84.66 feet to the point of beginning.

PARCEL II: DRIVEWAY EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED TRACT: Part of Tract 14 in Phase Two of Pebble Brooks, a Planned Unit Development in Crown Point, as per plat thereof, recorded in Plat Book 72, page 36, in the Office of the Recorder of Lake County, Indiana, and as amended by certificate of correction recorded March 8, 1993 as Document No. 93014924, described as follows: Commencing at the Northwest corner of said Tract 14; thence North 79 degrees 47 minutes 07 seconds East, along the North line of said Tract, 71.0 feet; thence South 10 degrees 12 minutes 53 seconds East, parallel with the West line of said Tract, 84.66 feet to a point on the curved South line of said Tract 14, which point is the true point of beginning; thence North 10 degrees 12 minutes 53 seconds West, back along the last described line, 24.0 feet; thence South 79 degrees 47 minutes 07 seconds West, at right angles from said line, 4.0 feet; thence Southerly to a point on the curved Southerly line of said Tract 14 which is 10.0 feet Westerly of the point of beginning as measured along said curved Southerly line; thence Easterly, along the curved Southerly line of said Tract 14, on a curve concave to the South and having a radius of 53.0 feet, an arc distance of 10.0 feet to the point of beginning.

TAX KEY NO.
23-0163-0037

ADDRESS OF REAL ESTATE
612 W. 94th Court
Crown Point, IN 46307

PARCEL TWO:

Lots Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37) and Thirty-eight (38) in Block Sixteen (16) in Junedale Subdivision in the City of Gary, Lake County, Indiana, as to an undivided 1/2 interest.

TAX KEY NO.
45-180-37

ADDRESS OF REAL ESTATE
4700-18 Broadway
Gary, IN