TICOR TITLE INSURANCE 107 N. Main St. PO. Box 320 Crown Point, Indiana 46307

196409

## **DEED IN TRUST**

The North 1/2 of the following described parcel: Part of the Northeast 1/4 of Section 20, Township 34 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana described as follows: Beginning at a point on the East line of said tract which is 426.71 feet South of the Northeast corner thereof; thence South along said East line 570.29 feet, more or less, to the Northeast corner of the tract of land conveyed to dack West and Wife, Lyla, by Warranty Deed dated July 29, 1938 and recorded August 1, 1938 in Deed Record 584 page 44; thence West along the North line of said West tract 710 feet to the Northwest corner of said. West tract; thence North, parallel with the East line of the Northeast 1/4 of said Section 20, 570.29 feet, more or less, to a point 426.71 feet South of the North line of said Northeast 1/4; thence East, parallel with the North line of said Northeast 1/4, 710 feet to the point of beginning.

7-16-30

SUBJECT TO:

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 Age

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 and 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 pulphase, 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 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 eal estate, or any part thereof, to lease said real estates, or any part thereof, from time to time, in possession or reversion, by leases to commence in presentil 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 lease and 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 or 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 king to release convey was any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof at any time or times hereefter.

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 successor in trust, in relation to said real estate, or to whom said real estate or any successor in trust, be obliged to see to the application of any purchase months and to said real estate, or be obliged to see that the terms of this trust have been compiled with, or be obliged to inquire into the authority precessify appearance 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, morigan bears 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 delivery of said county) 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 the indication of said Trust Agreement was in the force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitational contained in the 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, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to execute and deliver every such deed, trust

This conveyance is made upon the express understanding and condition that neither MERCANTILE NATIONAL BANK OF INDIANA, 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 said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said 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 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 the Trustee, in its 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 said 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 said real estate, and such interest is hereby declared to be personal property, and no beneficiar hereunder shall have any title or interest, legal or equitable in or to said real estate is such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said MERCANTILE NATIONAL BANK OF INDIANA the entire legal and equitable title in fee simple, in and to all of the real estate above described.

IN WITNESS WHEREOF, the grantor aforesal	d has hereunto set their hands	and seal this ////day	of
	ENTERED FOR TAXATION SUBJECT ST ENCEPTANCE FOR TRANSFER.	SLY ENTERED FOR TAXATION : MAL ACCEPTANCE FOR TRANSI	Subject to Fer.
יאמי	110V 22 1995	JAN 3 1 1996	96 FE
STATE OF INDIANA ) ) SS		SAM ORHCH	FEB.
COUNTY OF LAKE )  I, HAREN HANE , a N	SAM ORLICH SAM ORLICH NAMPTOR LAKE COUN NAMPTOR LAKE COUN	UNITOR LAKECOL	UNTY
certify that Brent Hadu, personally known to me to be instrument, appeared before me this day in person and a	e the same person whose name acknowledged that she signed, a	subscribed to the legegoin	ng==== 👯
instrument as her free and voluntary act, for the uses ar GIVEN under my hand and Notarial seal this _		(BER . 1995	<b>55</b>
	Oblas	11	
This document being re-recorded to put in proper chain of title.	HACEN K	ANE, Notary Public	

THIS INSTRUMENT PREPARED BY DAVID FORBES, MEMBER OF THE INDIANA BAR

My Commission Expires: 9/13/99

County of Residence:

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HAKE COUNTY
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