

# This Indenture Witnesseth

96082979

That the Grantor SCOTT A. RISTENPART AND LAYNA J. RISTENPART,  
HUSBAND AND WIFE,

of the County of LAKE and State of INDIANA for and in consideration of \$10.00 (TEN) Dollars,

and other good and valuable considerations in hand paid, Convey     and Warrant     unto PEOPLES' BANK, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED SEPTEMBER 13, 1993 AND KNOWN AS TRUST NUMBER 10102

the following described real estate in the County of

LAKE and State of Indiana, to-wit:

901 TROON COURT IN MORNINGSIDE CONDOMINIUMS, PHASE 1, RECORDED JULY 16, 1990 AS DOCUMENT NO. 111829, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA AND AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPERTAINING THERETO.

COMMONLY KNOWN AS 901 TROON CT., SCHERERVILLE, IN. 46375  
UNIT 20 KEY NO. 13-470-1

JULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER.

DEC 16 1996

SUBJECT TO: TAXES FOR 1995 PAYABLE IN 1996 AND THEREAFTER; SAM ORLICH AUDITOR LAKE CO. BUILDING LINES, EASEMENTS, RESTRICTIONS AND TERMS AND PROVISIONS OF THE DECLARATION OF CONDOMINIUM CREATING MORNINGSIDE CONDOMINIUMS, PHASE 1.



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 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 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 or easement 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.

This conveyance is made upon the express understanding and condition that neither PEOPLES BANK, 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 of 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.

000999

12/16/96

IN WITNESS WHEREOF, the Grantor<sup>S</sup> aforesaid ha<sup>VE</sup> hereunto  
set THEIR hand <sup>S</sup> and seal<sup>S</sup> this 2nd day of DECEMBER,  
19 96.

[Signature]  
SCOTT A. RISTENPART

[Signature]  
LAYNA J. RISTENPART

STATE OF INDIANA  
County of LAKE ) SS.

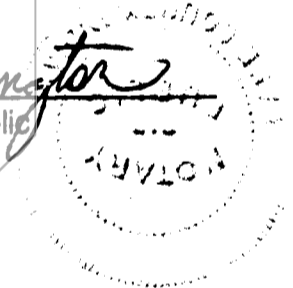
I, Patricia Ludington a Notary Public in and  
for said County, in the State aforesaid, do hereby certify that SCOTT A. RISTENPART

AND LAYNA J. RISTENPART, HUSBAND AND WIFE

personally known to me to be the same persons whose names of  
subscribed to the foregoing instrument, appeared before me this day in person and acknow-  
ledged 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 2nd  
day of DECEMBER 19 96.

[Signature]  
Notary Public  
Patricia Ludington



My Commission Expires:  
4/15/98

Resident of Lake County, Indiana

THIS INSTRUMENT PREPARED BY: RICHARD PARKS, ATTORNEY AT LAW

TAX BILLS TO:  
9204 COLUMBIA AVE.  
MUNSTER, IN. 46321