ENTERED FOR TAXATION SUBJEL AL ACCEPTANCE FOR TRANSFER.

OCT 09 1997

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LAKE COUNTY FILED FOR RECORD 97 OCT 14 M10: 15

STATE OF INDIANA

MORRIS VA CARTER

SAM ORLICH AUDITOR LAKE COL

Return To: Lake County Trust Company

P.O. Box 110

2200 N. Main Street This Indenture Witnessth Crown Point, indiana 46307

That the (Vrantor HARRY PRICE & RUTH PRICE, husband and wife of the County of \_ Cook and State of Illinois (\$10.00)TEN consideration of \_ Dollars, and other good and valuable considerations in hand paid, Convey \_\_\_\_\_ and Warrant \_ unto LAKE COUNTY TRUST COMPANY, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the \_\_\_\_15th\_\_\_ day of \_\_\_August\_\_ \_ , 19 <u>\_ 97\_</u> , known as Trust Number \_\_\_ \_\_, the following described real estate in the County of \_

SEE ATTACHED RIDER.

## EXEMPT TRANSACTION - TRANSFER FOR NO CONSIDERATION

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 set 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 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 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 Lake County Trust Company 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.

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,

> CTIC Has made an accomedation recording of the instrument. We Have made no examination of the instrument or the land affected.

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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 ha <u>VE</u> hereunto s	ettheir	hand	and seal
this <u>15th</u> day of <u>Augu</u>	19_	_97_		
fuer him		Lany	Lin	
Ruth Price STATE OF Illinois County of Cook	<b>:</b>		rice, by his at	
Ruth Price, individu				
personally known to me to be the same				
appeared before me this day in pers			d, sealed and delivered	the said instrument as
free and volun				
GIVEN under my hand and	OFFICIAL SEAL*  MARK E. MOTLUCK  NOTARY PUBLIC, STATE OF IL	LINOIS	h_day ofAug  Notary Po	£
My Commission Expires:  Resident ofCook	MY COMMISSION EXPIRES APRIL 26, 2000			

This instrument was prepared by:

Mark E. Motluck, Attorney at Law

Revised 12/96

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## **Legal Description Rider**

Part of Section twenty-two (22), Township thirty-four (34) North, Range Nine (9) West of the Second Principal Meridian described as follows: Commencing at the Southwest corner of the following described tract, to-wit: "beginning at a point eight (8) chains and thirty-two (32) links North of the quarter post on the East Line of said Section, which point is in the center of the County Road; thence Westerly along the center of said road to a point three (3) chains and sixteen (16) links directly West of the East line of said Section, thence South to a low water mark of Cedar Lake; thence Easterly along said low water mark to the East line of said Section, thence North along the East line of said Section, to the place of beginning"; thence running along the low water mark of said Lake to a point 114.28 feet directly West of the East line of said Section, thence North Parallel with said East line of said Section to a point 230.5 feet South of the South line of said County road, thence Southwesterly 98.25 feet to a point in the West line of said tract, distant 205.75 feet South of said South line of said County Road, thence South along said West line of said tract to the place of beginning. (Commonly known as 8029 Lake Shore Drive, Cedar Lake, Indiana.)

Subject to rights, if any, of the State of Indiana in and to so much, if any, of that part of premises in question as may have been formed by means other than natural accretions and in and to so much, if any, as may be covered by the waters of Cedar Lake.

Subject also to easements for rights of way reserved in the Warranty Deed from Edith M. Mayer and Israel J. Mayer, her husband, to Theresa L. Cohn dated September 14, 1911 and recorded September 21, 1911, in Deed Record 172, page 422, as follows:

"It is expressly covenanted and agreed by and between the grantors and said grantee that two rights of way, each 10 feet in width, are reserved and shall be held in common by them, for the ingress and egress to and from said premises herein conveyed and those abutting thereon now owned by said grantor, Edith M. Mayer, for the use of said parties, their heirs, executors, administrators and assigns.

The center line of the first of which right of way shall be the North and South line between the tracts herein conveyed and said tract now owned by said grantor, but not conveyed by her.

The center line of the second of which right of way shall be the South line of said quarter Section, and extending across said tracts herein conveyed and those not conveyed as aforesaid."