

4 MAIL TAX BILLS TO:

FILED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER  
SEP 16 1997  
SAM ORLICH  
AUDITOR LAKE COUNTY  
DEED IN TRUST

102 Washington Street  
Lowell, Indiana 46356  
JULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER  
KEY NO. :

DEC 15 1997

97061864

THIS INDENTURE WITNESSETH, that the Grantor, JOSEPH HABERZETLE, of Lake County, Indiana, for and in consideration the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to JOSEPH HABERZETLE, as Trustee, under the provision of THE JOSEPH HABERZETLE TRUST, dated September 11th, 1997, the following described real estate in Lake County, Indiana, to wit:

See attached sheet for legal description.

Grantor reserves a life estate in and to said property. 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.

RERECORDED TO CORRECT A SCRIVENERS ERROR IN THE LEGAL.

The Trustee shall have full power and authority as 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 re-subdivide 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, 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 present 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 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 real estate, 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 changes of any kind, to release, convey or assign any right, title or interest in or about 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.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
97 SEP 15 AM 11:49  
MORRIS V. CARTER  
RECORDER

97061864

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97 DEC 22 PM 12:32  
MORRIS V. CARTER  
RECORDER

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4/3/96

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 there shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, or any successor in trust, be obligated 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 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 JOSEPH HABERZETLE, individually, or as Trustee, nor his 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 Trustees 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 his 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; 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 JOSEPH HABERZETLE, as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event JOSEPH HABERZETLE is unable or refuses to act as Trustee, for any reason, then JOSEPH A. HABERZETLE, JR. shall serve as Successor Trustee. LISA ZARYCH shall be Successor Trustee if JOSEPH A. HABERZETLE, JR. is unable to so act.

IN WITNESS WHEREOF, the Party hereto has set his hand and seal on this 11th day of September, 1997.

  
\_\_\_\_\_  
JOSEPH HABERZETLE, Grantor

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF LAKE     )

I, Richard A. Zunica, a Notary Public in and for said County and State, do hereby certify that Joseph Habertztle, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal of September 11, 1997.

  
\_\_\_\_\_  
RICHARD A. ZUNICA, Notary Public

My Commission expires:  
September 12, 1998  
County of residence: Lake

This instrument prepared by: Richard A. Zunica, #1504-45  
Attorney at Law,  
162 Washington Street  
Lowell, IN 46356

Parcel I: The North Half of the Southeast Quarter of Section 2, Township 32 North, Range 9 West of the Second Principal Meridian, EXCEPTING THEREFROM the following described tract: EXCEPTING THEREFROM the following described tract: Commencing at a point 12 rods South of the Northeast corner of said Southeast Quarter as measured along the East line thereof, thence South along said East line a distance of 20 rods, thence West at right angles to the East line thereof 10 rods, thence North on a line parallel to the East line of said Southeast Quarter 20 rods, thence East on a line parallel to the North line of said Southeast Quarter a distance of 10 rods to the place of beginning, AND ALSO EXCEPTING THEREFROM the West 6 rods of the following described parcel: Part of the Southeast Quarter of Section 2, Township 32 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: Commencing at a point 12 rods South of the Northeast corner of said Southeast Quarter as measured along the East line thereof, thence South along said East line a distance of 20 rods, thence West at right angles to the East line thereof 16 rods, thence North on a line parallel to the East line of said Southeast Quarter 20 rods, thence East on a line parallel to the North line of said Southeast Quarter a distance of 16 rods to the place of beginning, AND ALSO EXCEPTING THEREFROM the South 354 feet of the North half of the Southeast Quarter of Section 2, Township 32 North, Range 9 West of the 2nd Principal Meridian in Lake County, Indiana.

Parcel II: Lot 1 and Outlot A Egypt Estates, Lake County, Indiana.  
(Key No. 3-220-1 and 3)