

when recorded return to:
CFS Trust Dept-Dianne

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

98031061

98 APR 20 AM 10:17

DEED IN TRUST

R-67289-4034

This Indenture Witnesseth, That the Grantor John W. Hegedus and Paula S. Hegedus, husband and wife, of the County of Lake and State of Indiana, for and in consideration of the sum of Ten Dollars (\$10), in hand paid, and of other good and valuable considerations, receipt of which is hereby acknowledged, CONVEY..... and WARRANT..... unto CITIZENS FINANCIAL SERVICES, FSB, a corporation duly organized and existing under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Indiana, as Trustee under the provisions of a certain Trust Agreement, dated the day of April, 1998, and known as Trust Number 2400130, the following described real estate in the County of Lake and State of Indiana, to-wit:

The West 320 feet of Lot "E", measured along the North line of said Lot, Schilling's Edgewood Addition, as shown in Plat book 28, page 5, in Lake County, Indiana.

otherwise known as: 2100 Schilling Drive, Schererville, Indiana 46375-1532

SUBJECT TO all Encumbrances and Restrictions of Record
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 Agreement set forth.

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 purchase, to sell on 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 trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said 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 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 of 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 kind, to release, convey or assign any right, title or interest in or abo easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would 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.

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 part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borro advanced on said 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 a said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by sai Trustee, or any successor in trust in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Title of said county) relying upon 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 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empower 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 t

This conveyance is made upon the express understanding and condition that neither Citizens Financial Services, FSB, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything it or they or its or their agents or attorneys may do or omit to 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 sai 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 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, o 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 con 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.) A 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 or them shall be only in the earni 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 beneficiary hereunder sh 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, the intention hereof bein vest in said Citizens Financial Services, FSB, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

IN WITNESS WHEREOF, the grantors.....aforesaid have.....hereunto set.....their..... hands.....and seal this 24th day of April, 1998

John W. Hegedus (SEAL)

Paula S. Hegedus (SEAL)

STATE OFIndiana.....
COUNTY OFLake.....

I, Krista P. Staley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John W. Hegedus and Paula S. Hegedus personally known to me to be the same persons whose namesake subscribed to the forgoing instrument, appeared before me this day in person and acknowledged 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 Notarial seal this 24th day of April A.D., 1998

My Commission Expires:
March 14, 1999

Krista P. Staley
Notary Public

THIS INSTRUMENT PREPARED BY

FILED

Brian L. Goins, Attorney at Law, 707 Ridge Road, Munster, Indiana 46321, Atty. No. 8616-45

SAM ORLICH
CLERK LAKE COUNTY

002003

Citizens Financial Services Insurance Company

10.00
CF