

4

FILED TO

99072182

99 AUG 31 AM 11:48

RECORDER

RETURN TO: LAKE COUNTY TRUST COMPANY  
2200 NORTH MAIN STREET  
CROWN POINT, IN 46307

Jack Bill to  
PO Box 22  
Crown Pt, IN 46308

**DEED IN TRUST  
AND ASSIGNMENT OF RIGHTS**

T

**Document is**  
**THIS INDENTURE WITNESSETH** that the Grantor, *FRANCES M. MILLER*, of the County of Lake and State of Indiana, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid **CONVEYS AND WARRANTS** unto *LAKE COUNTY TRUST COMPANY*, a corporation of Indiana, as Trustee under the provisions of a Trust Agreement dated the 11th day of February, 19 92, and known as Trust Number 4273, the following described real estate in the County of Lake and State of Indiana, to-wit:

SEE ATTACHED LEGAL DESCRIPTION, PARCEL "C" AND PARCEL "B"

**STOP**

SPLIT FROM  
9-518-4  
9-518-24  
9-518-27



DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

AUG 31 1999

PETER BENJAMIN  
LAKE COUNTY AUDITOR

1600  
20  
# 1413

And Grantee does also hereby assign, transfer, convey and set over to said Trustee any and all rights and interests that she has to have the above described real estate disannexed from the City of Crown Point, Lake County, Indiana, arising out of Resolution No. 831 of the Common Council of the City of Crown Point, enacted on January 31, 1997, and Ordinance No. 1897 of the Common Council of the City of Crown Point passed and adopted on June 1, 1998.

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 presenti 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.

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, 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 aforesaid has hereunto set her hand and seal this 26th day of August, 1999.

Frances M. Miller  
Frances M. Miller

STATE OF INDIANA  
COUNTY OF LAKE

SS: } **This Document is the property of  
the Lake County Recorder!**

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that FRANCES M. MILLER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

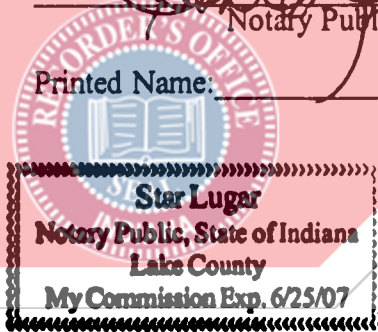
GIVEN under my hand and seal this 26th day of August, 1999.

Star Lugar  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

County of Residence:  
\_\_\_\_\_



This Instrument prepared by Frances M. Miller, \_\_\_\_\_  
Crown Point, Indiana 46307

PARCEL "B": PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN CENTER TOWNSHIP, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS IN THIS DESCRIPTION ARE BASED ON A LINE CONNECTING THE MONUMENTS AT THE NORTHWEST AND NORTHEAST CORNERS OF SECTION 11 BEING NORTH 89 DEGREES 58 MINUTES 25 SECONDS EAST) COMMENCING AT A PK NAIL AT A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 AND 165 FEET EAST OF THE NORTHWEST CORNER THEREOF (SAID POINT BEING SOUTH 89 DEGREES 58 MINUTES 25 SECONDS WEST, 1155.95 FEET FROM A MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 11); THENCE NORTH 89 DEGREES 58 MINUTES 25 SECONDS EAST, 520.00 ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 25 SECONDS EAST, 227.41 ALONG SAID NORTH LINE TO A PK NAIL AT THE NORTHWEST CORNER OF HIGH POINT ESTATES, RECORDED IN PLAT BOOK 49, PAGE 131, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 05 MINUTES 31 SECONDS WEST, 286.00 FEET ALONG THE WEST LINE THEREOF (ALSO THE WEST LINE OF THE EAST 408.54 FEET OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11); THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS WEST, 262.47 FEET PARALLEL TO SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11; THENCE NORTH 00 DEGREES 06 MINUTES 15 SECONDS EAST, 149.82 FEET PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11; THENCE NORTH 89 DEGREES 58 MINUTES 25 SECONDS EAST, 35.00 FEET PARALLEL TO SAID NORTH LINE; THENCE NORTH 00 DEGREES 06 MINUTES 15 SECONDS EAST, 136.18 FEET PARALLEL TO SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINING 1.61 ACRES, MORE OR LESS.

PARCEL "C": PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN CENTER TOWNSHIP, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS IN THIS DESCRIPTION ARE BASED ON A LINE CONNECTING THE MONUMENTS AT THE NORTHWEST AND NORTHEAST CORNERS OF SECTION 11 BEING NORTH 89 DEGREES 58 MINUTES 25 SECONDS EAST) COMMENCING AT A PK NAIL AT A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 AND 165 FEET EAST OF THE NORTHWEST CORNER THEREOF (SAID POINT BEING SOUTH 89 DEGREES 58 MINUTES 25 SECONDS WEST, 1155.95 FEET FROM A MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 11); THENCE SOUTH 00 DEGREES 06 MINUTES 15 SECONDS WEST, 286.00 FEET PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 58 MINUTES 25 SECONDS EAST, 747.47 FEET PARALLEL TO SAID NORTH LINE TO A POINT ON THE WEST LINE OF HIGH POINT ESTATES, RECORDED IN PLAT BOOK 49, PAGE 131, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 05 MINUTES 31 SECONDS WEST, 1040.46 FEET ALONG SAID WEST LINE (ALSO THE WEST LINE OF THE EAST 408.54 FEET OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11) TO THE SOUTHWEST CORNER OF SAID HIGH POINT ESTATES; THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS WEST, 912.69 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 TO A 5/8-INCH REBAR WITH GREGORY CAP AT THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 06 MINUTES 15 SECONDS EAST, 995.98 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 TO A 5/8-INCH REBAR WITH GREGORY CAP; THENCE NORTH 89 DEGREES 58 MINUTES 25 SECONDS EAST, 165.00 FEET PARALLEL TO SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 TO A 5/8-INCH REBAR WITH GREGORY CAP; THENCE NORTH 00 DEGREES 06 MINUTES 15 SECONDS EAST, 44.00 FEET PARALLEL TO SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINING 21.63 ACRES, MORE OR LESS.