after recording return to: CFS Trust Services 707 Ridge Rd. Munster, IN 46321

R-68902

99081743

STATE OF INDIAN. LAKE COUNTY FILED FOR RECCI !.

99 OCT -5 AM 9: 53

First Savings Bank of Hegewisch 13220 Baltimore Ave. Chicago, IL 60633

DEED IN TRUSTAGE W. CARTER RECORDER

This Indenture Witnesseth, That the Grantor Ann Dobias of the County of Lake and the State of Indiana, for and in consideration of the sum of Ten Dollars (\$ 10.00), 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 20th day of September, 1999, and known as Trust Number 2400420, the following described real estate in the County of Lake and State of Indiana, to-wit:

Lot 20, except the North Half thereof, Wildflower Estates, as shown in Plat Book 78, page 68, in Lake County, Indiana 46311 Commonly described as 1529 Rokosz, Dyer, Indiana 46311

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

FULL power and authority is hereby granted to said Trustee to improve, manage, protect and auddivide 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 any 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 in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or or any part thereof, to lease said real estate, or any part thereof, to lease said real estate, or any part thereof, to lease said real estate, or any part thereof, to lease said real estate, or any part thereof, to lease 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 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 tenew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and to 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 reversion, to contract respecting the manner of fixing the amount of present or future rentals, to partition 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 about or 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 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 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 borrowed or 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 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, 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 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such 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, 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

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 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 thereby 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 corporation 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 earnings, 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 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, the intention hereof being to vest in said Citizens Financial Services, FSB, the entire legal and equitable title in fee simple, in and to all of the real

1999

STATE OF INDIANA **COUNTY OF LAKE** 

SS:

PETER BENJAMIN LAKE COUNTY AUDITOR

OCT 04 1999

Dowette - COTT , a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ann Dobias personally known to me to be the same person whose name is subscribed to the forgoing 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 Notarial seal this ... 27 th day of Septington

**Notary Public** 

My Commission Expires:

ANGELA DOWELL-LOTT Notary Public, State of Indiana County of Lake

THIS INSTRUMENT PREPARED BMy Commission Expires 04/26/2008

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

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OTIO Has made an accompidation recording of the instrument. We have made no examination of the instrument or the land affected.