

Chicago Title Insurance Company

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99088238

99 OCT 27 AM 9:52

H 199005768-001 LD

MICHAEL W. CARTER
RECORDER

MAIL TAX BILLS TO:

RETURN TO:

ARS CONS.

GLENN R. PATTERSON, ESQ.
ANDERSON & TAUBER, P.C.
9211 BROADWAY
MERRILLVILLE, INDIANA 46410

PO BOX 275

DYER, IN

46311

**TRUSTEE'S DEED
(DEED IN TRUST)**

Document is

THIS INDENTURE WITNESSETH that *Lake County Trust Company* as Trustee under the provisions of a Trust Agreement dated March 21, 1995, and known as Trust No. 4653 (the "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid **CONVEYS AND TRANSFERS** unto *MERCANTILE NATIONAL BANK AS TRUSTEE* (the "Trustee"), under the provisions of a Trust Agreement dated June 12, 1995 (the "Trust Agreement"), and known as Trust Number 6089, the following described real estate in the County of Lake and State of Indiana, to-wit:

Lots 65, 82 and 97, in Meadows of Dyer, Phase Two B, to the Town of Dyer, as per plat thereof, recorded in Plat Book 84, page 99, in the Office of the Recorder of Lake County, Indiana.

Having no commonly known street address.

Tax Key No.: 14-275-1, 18 + 33

Unit No.: 12

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

OCT 26 1999

SUBJECT, NEVERTHELESS, TO THE FOLLOWING:

1. Taxes for 1999 payable in 2000 and for all years thereafter.
2. Unpaid sewage and water charges, if any.
3. Utility easements, easements to the Town of Dyer and emergency access easements as shown and granted on plat of subdivision, affecting the common areas.
4. Terms and provisions of the Declaration of Condominium and all amendments thereto creating the unit described above.

**PETER BENJAMIN
LAKE COUNTY AUDITOR**

001699

16.00
pr
ct

5. All covenants, easements, rights of way, building lines, highways, roads, streets, alleys and other restrictions of beneficial use and enjoyment of record, and all facts and matters affecting legal and equitable ownership and possession of the real estate which would be, or should have been, revealed and disclosed by an accurate survey of the real estate described above.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts, and for the uses and purposes herein and in the 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.

This Deed is executed pursuant to, and in the exercise of, the power and authority granted to and vested in the Grantor by the terms of the Deed in Trust delivered to Grantor, subject to all covenants, easements, rights of way, building lines highways, roads, streets, alleys and other restrictions of beneficial use and enjoyment of record, and all facts and matters affecting legal and equitable ownership and possession of the real estate which would be, or should have been, revealed and disclosed by an accurate survey of the real estate described above.

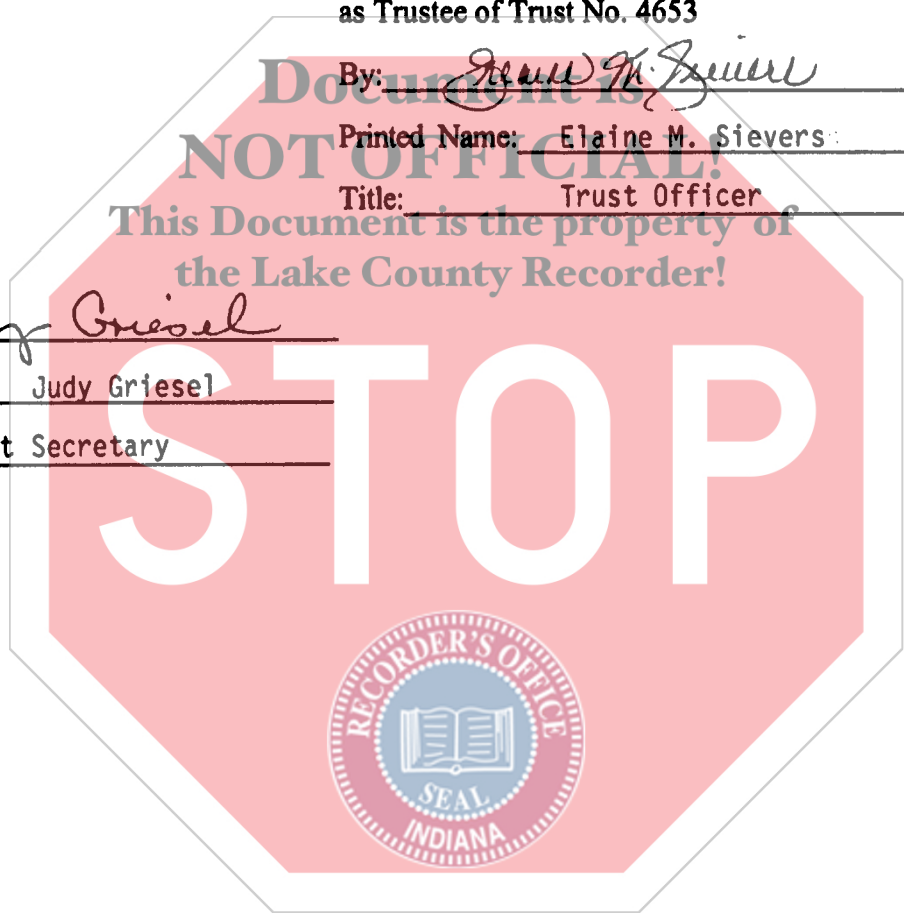
IN WITNESS WHEREOF, the said Lake County Trust Company, as Trustee, has caused this Deed to be signed by its Trust Officer, and attested by its Assistant Secretary, this 14th day of October, 1999.

LAKE COUNTY TRUST COMPANY,
as Trustee of Trust No. 4653

By: *Elaine M. Sievers*
Printed Name: Elaine M. Sievers
Title: Trust Officer

ATTEST:

By: *Judy Griesel*
Printed Name: Judy Griesel
Title: Assistant Secretary



3

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, a Notary Public in and for said County and State, personally appeared Elaine M. Sievers and Judy Griesel, the Trust Officer and Assistant Secretary, of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, as Trustee, and as their free and voluntary act, acting for such corporation, as Trustee.

GIVEN under my hand and notarial seal this 14th day of October, 1999.

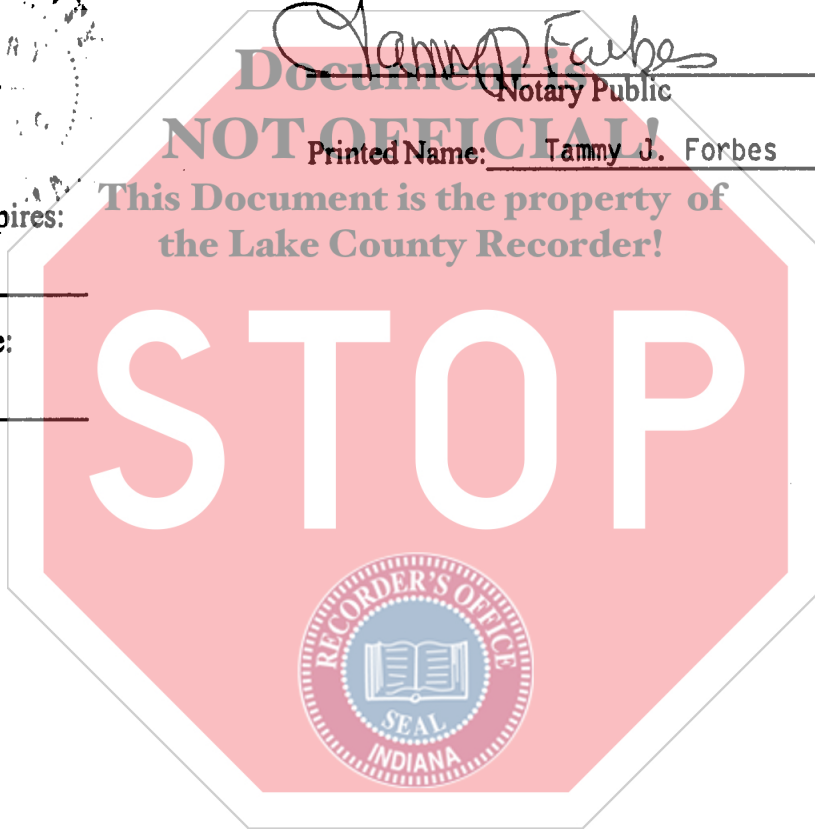


Tammy J. Forbes
Notary Public

Printed Name: Tammy J. Forbes

My Commission Expires:
12-28-2006

County of Residence:
Lake



This Instrument prepared by Glenn R. Patterson, Esq., Anderson & Tauber, P.C., 9211 Broadway, Merrillville, Indiana 46410

PAGE FOUR OF FOUR PAGES

grp\aw\b&j\phase 2\mnb 6089 deed