

STATE OF INDIANA
LAKE COUNTY
FILED FOR TAXATION SUBJECT TO
AN INCREASED RATE FOR THE YEAR

2000 010716

2000 FEB 16 AM 8:48

FEB 16
MORRIS W. CARTER
RECORDER
CLYDE BENJAMIN
LAKE COUNTY AUDITOR

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, That JOHN S. BREESE and VANESSA BREESE, husband and wife, of Lake County, Indiana Release and Quit Claim to:

FIRST STATE BANK OF PORTER, an Indiana Banking Corporation
MAIL TAX BILLS TO: 230 Lincoln
Porter, IN 46304

NOT OFFICIAL!

for an in consideration of Ten (\$10.00) dollars, and other valuable consideration, the receipt whereof is hereby acknowledged, the following described Real Estate in Lake County, Indiana, to-wit:

That part of the Southeast 1/4 of Section 5, Township 36 North, Range 7 West of the 2nd P.M. in the City of Gary, Lake County, Indiana, described as follows: beginning at a point in the East line of said Section 5 and North line of Melton Road (U.S. Highway No. 20); thence West along the North line of Melton Road (U.S. Highway 20), a distance of 520.00 feet to the Place of Beginning of the following described property: Beginning at said point; thence along a line parallel with the East line of said Section a distance of 250 feet; thence West a distance of 280 feet; thence South along a line parallel with the East line of said Section a distance of 250 feet to a point in the North line of Melton Road (U.S. Highway No. 20); thence Southeast to the place of beginning EXCEPTING THEREFROM that part conveyed to the State of Indiana described as follows: A part of the Southeast Quarter of Section 5, Township 36 North, Range 7 West, Lake County, Indiana described as follows: Beginning at a point in the East line of said Section 5 and the North line of Melton Road (U.S. Highway No. 20), thence West along the North line of Melton Road (U.S. Highway No. 20), a distance of 520.00 feet to the point of beginning of the following described property (the foregoing portion of this description beginning with the words "Beginning at a" is quoted from Document #341131); thence North 86° 00' 17" West 200.00 feet along the North boundary of U.S. Road 20 to the West line of the owners' land; thence North 9° 48' 27" West 50.18 feet along said West line; thence South 86° 00' 17" East 40.00 feet; thence South 3° 59' 43" West 35.00 feet; thence South 86° 00' 17" East 242.94 feet to the East line of the owners' land; thence South 0° 48' 27" East 15.05 feet along said East line to the point of beginning

Conveyance is subject to that certain mortgage from Dennis L. Davis to the First State Bank of Porter in the principal amount of \$200,000 dated March 13, 1992 and recorded March 26, 1992 as Document No. 02017837 in the Office of the Recorder of Lake County, Indiana it being the intention

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of the Grantors and Grantee that this mortgage will survive and not merge with the fee interest transferred by this Deed, provided that the Grantee shall no longer look to the Grantors for any personal liability for the debt secured by said mortgage after the recording of this Deed.

Grantors warrant:

1. That they are husband and wife as of the date of this conveyance.
2. That they believe that they are solvent as of the date of this conveyance and not "insolvent" as defined by Section 101(32) of the Bankruptcy Code.
3. This Deed was not given as a preference against any other creditors of the Grantors or either of them.
4. The Grantors were not acting under any duress, undue influence, misapprehension, or misrepresentation by the Grantee or any agent, attorney, or other representative of the Grantee.
5. That the indebtedness of the Grantors to the Grantee including unpaid principal, interest and expenses advanced by the Grantee are substantially in excess of the current fair market value of the Real Estate being conveyed.
6. That the Grantors are not "foreign persons" as defined in the Foreign Investment in Real Property Tax Act and Section 1445 of the Internal Revenue Code.
7. That they have no knowledge of any hazardous materials on the Real Estate.
8. That they, individually or through any entity that they or either of them control, do not claim any interest in any personal property on the Real Estate or any Alcoholic Beverage Permit for the premises and they hereby quit claim any such interest to the Grantee.
9. That the Grantors are not aware of any conveyances liens, or encumbrances on the Real Estate except as reported in the preliminary commitment for title insurance issued by Ticor title Insurance Company under its commitment No. 9200167 which the Grantors have examined.

IN WITNESS WHEREOF, the Grantors, JOHN S. BREESE and VANESSA BREESE have hereunto set their hands and seals, this 26 day of January, 2000.

John S. Breese
JOHN S. BREESE

Vanessa Breese
VANESSA BREESE

STATE OF INDIANA)

NOT OFFICIAL!

COUNTY OF LAKE)

This Document is the property of the Lake County Recorder!

Before me, the undersigned Notary Public, in and for said County and State, personally appeared JOHN S. BREESE and VANESSA BREESE who acknowledged the execution of the foregoing Deed.

Witness my hand and Notarial Seal, this 26 day of January, 2000.

William Moran
WILLIAM MORAN, Notary Public
A resident of Lake County, IN.

My commission expires:

June 16, 2008

THIS INSTRUMENT PREPARED BY: Terry K. Hiestand, Attorney at Law
117 Broadway, Chesterton, IN 46304
(219) 926-2188

no/realcs/deeds/2000/quitclm/breese.dcd

