STATE OF INDIANA
LAKE COUNTY
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MAIL TAX BILLS TO: Lake County Parks & Recreation Board 2293 N. Main St. Crown Point, IN 46307 Tax Key No. Part of 15-4-27

₩ARRANTY DEED

LAWYERS TITLE INS. CORP. ONE PROFESSIONAL CENTER SUITE 215 CROWN POINT, IN 46307

This indenture witnesseth that HERMAN C. BUCHFUEHRER and SHIRLEY J. BUCHFUEHRER, as tenants in common, of Lake County, State of Indiana, convey and warrant to LAKE COUNTY PARKS AND RECREATION BOARD, of Lake County, State of Indiana, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt whereof is hereby acknowledged, the following Real Estate in Lake County in the State of Indiana, to wit:

PART OF THE SW1/4 SECTION 21, TOWNSHIP 35 NORTH, RANGE 7 WEST OF THE 2ND P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A PCINT 40 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY #30 AND 1,595.00 FEET EAST OF THE WEST LINE OF SAID SECTION 21; THENCE NORTH 89°58'20" EAST PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY #30 A DISTANCE OF 400.00 FEET TO A POINT 641.17 FEET MORE OR LESS WEST OF THE EAST LINE OF THE SW1/4 OF SAID SECTION 21; THENCE SOUTH 00°22'12" EAST PARALLEL TO THE WEST LINE OF SAID SECTION 21 A DISTANCE OF 400.00 FEET; THENCE SOUTH 89°58'20" WEST, 40.50 FEET; THENCE SOUTH 89°58'20" WEST, 659.50 FEET; THENCE NORTH 00°22'12" WEST 283.87 FEET TO A POINT 208.00 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY OF U.S. HIGHWAY #30; THENCE NORTH 89°58'20" EAST, 300.00 FEET; THENCE NORTH 00°22'12" WEST 168.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6.056 ACRES, MORE OR LESS.

<u>Subject To:</u> all unpaid real estate taxes and assessments for 1999 payable in 2000, and for all real estate taxes and assessments for all subsequent years.

<u>Subject To:</u> all ease ments, conditions, restrictions, covenants, limitations and building setback lines contained in prior instruments of record, and for all building and zoning ordinances.

Subject To: the sign lease entered into between Grantor and Whiteco Outdoor Advertising.

<u>Subject To:</u> the right of the Grantor to retain possession of the real estate for the purpose of farming the tillable acreage contained within the real estate conveyed hereunder and also previously conveyed from the Grantor to the Grantee on the 29th day of April, 1998, the legal description of which is as follows:

Part of the North 1/2, SW 1/4, Section 21, Township 35 North, Range 7 West of the 2nd P.M., described as follows: Beginning at the Southwest corner of the North 1/2, SW 1/4 of said Section 21; thence North 89°58'52" East, 1954.68 feet more or less to a point 683.30 feet West of the Southeast corner of said North 1/2; thence North 00°22'12" West parallel to the West line of said Section 21 a distance of 723.64 feet more or less to a point 490.00 feet South of the South right-of-way line of U.S. Highway #30; thence North 89°49'49" West parallel to the South right-of-way line of U.S. Highway #30 a distance of 1569.73 feet more or less to a point 385.00 feet East of the West line of said Section 21; thence South 00°22'12" East 503.05 feet; thence North 89°49'49" West, 385.00 feet to the West line of

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said Section 21; thence South 00°22'12" East, 227.02 feet to the point of beginning.

Grantor's right to farm the tillable acreage shall be for a period of ten (10) years from the date of the recording of this Deed and the additional consideration for said right shall be Grantor's execution and delivery of this Deed. Grantee shall have the option to buy out the Grantor's leasehold interest prior to the start of a crop year (i.e., March 1) for Fifty Dollars (\$50.00) per acre times the number of years remaining in said ten-year lease. In the event Grantee desires to buy out the lease during a crop year, Grantee, in addition shall be required to pay the cash rent tenant, crop damage in an amount agreeable to the tenant. Grantor further agrees to maintain liability insurance on said property and to name Grantee as an additional insured on said policy.

Dated this 1st day of March, 2000.

) SS:

HERMAN C. BUCHFUEHRER

SHIRLEY J. BUCHFUEHRER

STATE OF INDIANA

This Document is the property of the Lake County Recorder!

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of March, 2000 personally appeared HERMAN C. BUCHFUEHRER and SHIRLEY J. BUCHFUEHRER,

as tenants in common and acknowledged the execution of the foregoing deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: County of Residence:

RICHARD E ANDERSON NOTARY PUBLIC STATE OF INDIANA PORTER COUNTY MY COMMISSION EXP. OCT. 1,2006 RICHARD E ALLEL-, Notary Public

This instrument prepared by:

Richard E. Anderson, #2408-45 Anderson & Tauber, P.C. 9211 Broadway Merrillville, IN 46410 (219) 769-1892

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