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Mail Tax Bills to:  
Dennis Churilla  
P.O. Box 46  
Griffith, Indiana 46319

PETER BENJAMIN  
LAKE COUNTY AUDITOR

Return to:  
Peoples Bank SB Tr#5002  
141 W. Lincoln Highway  
Scherville, Indiana 46375

THIS INDENTURE WITNESSETH

That the Grantor(s) Dennis Churilla a/k/a Dennis W. Churilla of the County of Lake and State of Indiana for and in consideration of Ten and 00/100 Dollars, and other good and valuable considerations in hand paid, Convey \$ and Warrant \$ unto Peoples Bank SB, an Indiana Corporation, as Trustee under the provisions of a trust agreement dated the 12th day of February, 2000, known as Trust Number 5002 the following described real estate in the County of Lake and State of Indiana, to-wit:

PARCEL 5: APARTMENT 3D, THE KENNEDY AVENUE COMMONS CONDOMINIUM, A HORIZONTAL PROPERTY REGIME, CREATED BY DECLARATION RECORDED JANUARY 22, 1993, AS DOCUMENT NO. 93004805 AND AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 73 PAGE 69, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPERTAINING THERETO.

Commonly known as: 10049 Kennedy Avenue, 3D, Highland, Indiana 46322

PARCEL 6: APARTMENT 3-A, IN THE KENNEDY AVENUE COMMONS CONDOMINIUM, A HORIZONTAL PROPERTY REGIME, CREATED BY DECLARATION RECORDED JANUARY 22, 1993, AS DOCUMENT NO. 93004805 AND AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 73 PAGE 69, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES APPERTAINING THERETO.

Commonly known as: 10047 Kennedy Avenue, 3A, Highland, Indiana 46322

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 praesenti or in futuro, and upon and 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 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 such 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 conveyances 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 aforsaid has hereunto set his hand(s) and seal this 10<sup>th</sup> day of March, 2000.

*Dennis W. Churilla*

Dennis Churilla a/k/a Dennis W. Churilla

This instrument was prepared by: Jon E. DeGuilio, Attorney at Law, 141 W. Lincoln Hwy Scherville, Indiana 46375

Return: Peoples Bank

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TICOR TITLE INSURANCE  
Crown Point, Indiana

K#27-578-18 +15

STATE OF INDIANA )  
 )  
COUNTY OF LAKE )

SS.

I, Karen M. Sulek a Notary Public in and for said County and State aforesaid, do hereby certify that Dennis Churilla a/k/a Dennis W. Churilla 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 He signed, sealed and delivered the said instrument as His free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary seal this 10<sup>th</sup> day of March 2000.

Karen M. Sulek  
Karen M. Sulek Notary Public

Resident of: Lake County

My Commission Expires:

3.5.2001

