

Chicago Title Insurance Company

2000 018337

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 MAR 17 AM 9:54

RECORDS & CLERK
REC'D

1990000 60 LD
MAIL TAX BILLS TO:
RAK CO TRUST
2000 N MAIN ST
CROWN POINT, IN 46307

RETURN TO: SHELDON LEBOLD, ESQ.
9533 WEST 143D STREET
ORLAND PARK, IL 60462

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**CORPORATE SPECIAL WARRANTY DEED
(DEED IN TRUST)**

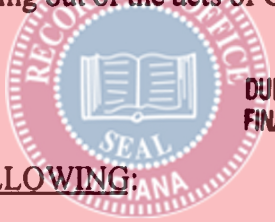
THIS INDENTURE WITNESSETH THAT the **BANK CALUMET NATIONAL ASSOCIATION** (hereinafter the "Grantor"), **CONVEYS** to **LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 24, 2000, AND KNOWN AS TRUST NO. 5168** (hereinafter the "Grantee"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate (the "Real Estate") situated in Lake County, in the State of Indiana, to-wit:

The West 29.5 feet of Lot 38, Paul Csontos' Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 16, page 1, in the Office of the Recorder of Lake County, Indiana.

Commonly known as 835 - 169th Street, Hammond, Indiana, and warrants to Grantee only that the Real Estate is free from all encumbrances arising out of the acts of Grantor.

Tax Key No.: 32-179-70

Tax Unit No.: 26



DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

MAR 16 2000

SUBJECT, NEVERTHELESS, TO THE FOLLOWING:

1. All unpaid real estate taxes and assessments.
2. Unpaid sewage and water charges, if any.
3. The present environment and physical state and condition of the Real Estate, and all buildings and improvements thereon, all of which Grantee hereby accepts "as is" and "where is", including, but not limited to, the existence of pollutants or other toxic or hazardous substances or waste, including any solid, liquid, gaseous or thermal substance, irritant or contaminant, as any of such may now be or hereafter defined by any federal, state or local law, ordinance or regulation.

**PETER BENJAMIN
LAKE COUNTY AUDITOR**

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4. 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 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 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.

The undersigned person executing this Deed represents and certifies on behalf of Grantor that the undersigned is a duly elected officer of Grantor and has been fully empowered by proper resolution of Grantor to execute and deliver this Deed; that Grantor has full corporate capacity to convey the real estate described; that all necessary corporate action for the making of this conveyance has been duly taken; and that **THERE IS NO INDIANA GROSS INCOME TAX DUE AT THIS TIME AS A RESULT OF THIS CONVEYANCE.**

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 10th day of March, 2000.

BANK CALUMET

By: Art Russell, Vice President
Art Russell, Vice President

STATE OF INDIANA
COUNTY OF LAKE

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SS: Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ART RUSSELL, the Vice President of BANK CALUMET, who acknowledged the execution of the foregoing Deed for and on behalf of Grantor and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and notarial seal this 10th day of March, 2000.

Debra Davis
Notary Public
Printed Name: Debra Davis

My Commission Expires:

9-9-06

County of Residence:

Porter



DEBRA DAVIS
Notary Public State of Indiana
County: Porter
My Commission Expires 09/09/2006

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