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STATE OF INDIANA  
LAKE COUNTY  
**INDIANA DEED IN TRUST**

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MORRIS W. CARTER  
RECORDER

**THIS INDENTURE WITNESSETH** that the Grantors **LEO J. SERAFINI** and **RUTH SERAFINI**, husband and wife of Lake County, Indiana for and in consideration of \$10.00, and other good and valuable consideration in hand paid, Convey and Warrant unto **RUTH SERAFINI**, as Trustee under the provisions of a Trust Agreement dated 6/23/00, known as Trust No. S2-10402-00, the Indiana real estate described in the Rider hereto, which is incorporated herein by reference.

**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 the present or in the future, 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.

This conveyance is made upon the express understanding and condition that neither said Trustee, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into

DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

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PETER BENJAMIN  
LAKE COUNTY AUDITOR

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by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereto). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

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.

In Witness Whereof, the Grantor(s) aforesaid has or have hereunto set the Grantor(s)' hand(s) and seal(s) this date.

DATED: 7/21/00

Leo J. Serafini (Seal)  
LEO J. SERAFINI

Ruth Serafini (Seal)  
RUTH SERAFINI

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Jill Strzelecki a Notary Public in and for said County, in the State  
afore said, do hereby certify that RUTH SERAFINI and LEO J. SERAFINI, husband and wife,  
personally known to me to be the same persons whose names subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that said Grantors signed,  
sealed and delivered the said instrument as said Grantors free and voluntary act, for the uses and  
purposes therein set forth.

GIVEN under my hand and Notarial seal this date.

DATED: 7/21/00



Jill Strzelecki  
Notary Public

My Commission Expires:

9/13/02

Resident of Cook County

This instrument was prepared by:

William W. Winterhoff  
Winterhoff & Associates Ltd.  
3344 Ridge Road  
Lansing, IL 60438-3199  
Telephone: (708) 474-3795

**RIDER TO INDIANA DEED IN TRUST**

**DATED 7/21/00**

**1. SUCCESSOR TRUSTEE**

In the event the trustee named herein fails or ceases to act as such, then, and in that event, the following successor trustee shall act:

First National Bank of Illinois, and its corporate successors

**Document is  
NOT OFFICIAL!  
This Document is the property of  
the Lake County Recorder!**

**2. LEGAL DESCRIPTION**

That portion of Lot 9 in Whispering Oaks Addition, Phase II, an addition to the Town of Highland, as per plat thereof, recorded in Plat Book 82 page 59, in the Office of the Recorder of Lake County, Indiana, being more particularly described as follows: Beginning at the Southwest corner of said Lot 9; thence North 0 degrees 00 minutes 45 seconds West along the West line of said Lot 9, a distance of 91.05 feet; thence South 48 degrees 51 minutes 23 seconds East 209.30 feet; thence Southwesterly on a curve concave to the Southeast having the following elements, a radius of 260.0 feet, a central angle of 5 degrees 05 minutes 54 seconds, and an arc length of 24.91 feet to the Southeast corner of said Lot 9; thence North 64 degrees 47 minutes 56 seconds West along the Southerly line of said Lot 9, a distance of 161.44 feet to the point of beginning.