

2000 060211

FILED Return to: Peoples Bank-Trust Dept.  
141 Lincoln Hwy.  
Scherverville, IN 46375  
Attn: Joyce M. Barr

MORRIS W. CARTER,  
RECORDER  
RETURN TO:

~~GEORGE E. WATSON DESIGNER-  
BUILDER, INC.  
9333 CALUMET AVENUE  
MUNSTER, INDIANA 46321~~

MAIL TAX BILLS TO:  
GEORGE E. WATSON  
DESIGNER-BUILDER, INC.  
9333 CALUMET AVENUE  
MUNSTER, INDIANA 46321

92-3689 H/O Peoples Trust 10289

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

**NOT OFFICIAL!**

**THIS INDENTURE WITNESSETH THAT GEORGE E. WATSON DESIGNER-BUILDER, INC., an Indiana corporation (the "Grantor"), CONVEYS AND WARRANTS to PEOPLES BANK SB, AS TRUSTEE UNDER THE TERMS AND PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED THE 1ST DAY OF AUGUST, 2000, AND KNOWN AS TRUST NO. 10289 (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 situated in Lake County, in the State of Indiana, to-wit:**

**Lots 44 and 45, Briar Ridge Country Club Addition, Unit 13, a Planned Unit Development in Dyer, Indiana, as per plat thereof, recorded in Plat Book 65, page 46 in the Office of the Recorder of Lake County, Indiana.**

**Commonly known as 1108 and 1100 Tryall Lane, Dyer, Indiana.**

**Tax Key No.: 14-214-44 and 45**

**Tax Unit No.: 12**

**SUBJECT, NEVERTHELESS, TO THE FOLLOWING:**

1. **Taxes for 2000 payable in 2001 and for all years thereafter.**
2. **Covenants, conditions and restrictions contained in the plat of Briar Ridge Country Club Addition, Unit 13, as per plat thereof, recorded in Plat Book 65, page 46.**
3. **Covenants, conditions and restrictions contained in an instrument recorded August 3, 1987, as Document No. 931406.**
4. **Covenants, conditions and restrictions contained in a Notice of the Amendment and Restatement of the Rules and Regulations of Briar Ridge Property Owners Association, Inc., recorded on October 10, 1995, as Document No. 95060987.**

**DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER**

**AUG 18 2000**

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**PETER BENJAMIN  
LAKE COUNTY AUDITOR**

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to 21.00  
AC

5. Assessments for expenses levied in favor of Briar Ridge Property Owners Association, Inc.
6. Building line over the Easterly 50 feet of Lot 44, as shown on the recorded plat of subdivision.
7. Building line over the Northeasterly 50 feet of Lot 45, as shown on the recorded plat of subdivision.
8. Grant(s) and/or Reservation(s) of easement(s) contained on the recorded plat of subdivision.
9. Easement for utilities over the Southwesterly 15 feet as shown on recorded plat of subdivision.
10. Easement for utilities over the Easterly 10 feet of Lot 44 as shown on recorded plat of subdivision.
11. Easement for utilities over the Northeasterly 10 feet of Lot 45 as shown on recorded plat of subdivision.
12. 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.

DULY ENTERED FOR TAXATION SUBJECT TO  
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PETER BENJAMIN  
LAKE COUNTY AUDITOR

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; and that all necessary corporate action for the making of this conveyance has been duly taken. **GRANTOR CERTIFIES UNDER OATH THAT NO INDIANA GROSS INCOME TAX IS DUE OR PAYABLE WITH RESPECT TO THE TRANSFER MADE BY THIS DEED.**

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 11 day of August, 2000.

GEORGE E. WATSON DESIGNER-BUILDER, INC.

By: George E. Watson  
George E. Watson, President

STATE OF INDIANA }  
COUNTY OF LAKE } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGE E. WATSON, the President of GEORGE E. WATSON DESIGNER-BUILDER, INC., 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 11 day of AUGUST, 2000.

Donna L. Craig  
Notary Public

Printed Name: DONNA L. CRAIG

My Commission Expires:

07/18/08

County of Residence:

LAKE



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

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grp\aw\real estate\watson\peoples 10289 deed