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RECORDER'S OFFICE

Form T-1
8/98

**TEMPORARY HIGHWAY EASEMENT GRANT
(FOR CONSTRUCTION OF A DRIVEWAY)**

TITLE ACQUIRED BY:
Wavont Deed Ind. 775636
Name Change Due to Merger
Survey Record 5 #93

Project: STP-N632(007)
Code: 3621
Parcel: 38A
Page: 1 of 3

RECORDER'S OFFICE

THIS INDENTURE WITNESSETH, That Fifth Third Bank, Indiana (Northern), a Michigan Banking Corporation, formerly Indiana Federal Savings and Loan Association

the Grantor(s), of Lake, County, State of Indiana Grant(s) to the STATE OF INDIANA, the Grantee, for and in consideration of the sum of four hundred and 00/100 Dollars (\$ 400.00) (of which said sum \$ 400.00 represents land temporarily encumbered and improvements acquired and \$ 0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of constructing thereupon a driveway servicing to the Grantor(s) property to and from that highway facility known as State Road 53 and as Project STP-N632(007), which said Real Estate situated in the County of Lake, State of Indiana, and which is more particularly described in the legal description attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor(s).

Interests in land acquired by the Indiana Department of Transportation
Grantee mailing address:
100 North Senate Avenue
Indianapolis, IN 46204-2219
I.C. 8-23-7-31

This Instrument Prepared By

[Signature]
ATTORNEY AT LAW
Attorney at Law



TRANSACTION EXEMPT FROM SALES DISCLOSURE REQUIREMENTS UNDER IC6-1.1-5.5

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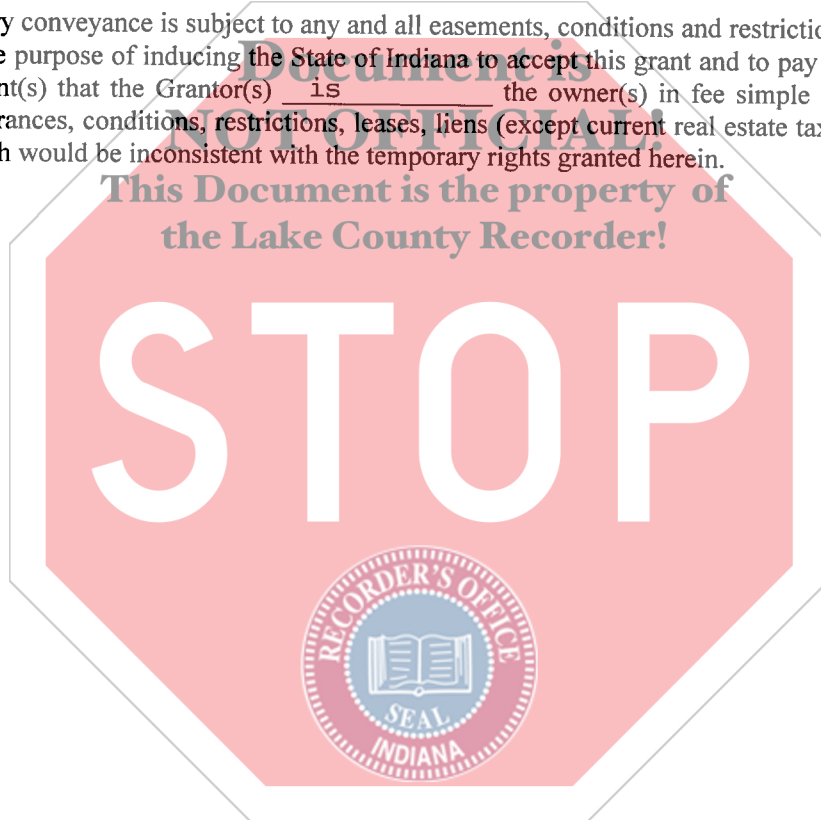
W.D.
N.C.

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Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the State of Indiana except: _____
NO EXCEPTIONS

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the State of Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) is the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.



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The undersigned persons executing this deed represent and certify on behalf of the Grantor, that he/she is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the 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.

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this 17th day of July, 2001.

David McCoy (Seal) Signature
Fifth Third Bank, Indiana(Northern), a Michigan Banking Corporation, by David McCoy, its Senior Vice President and Chief Financial Officer (Seal)
Printed Name Chief Financial Officer Signature (Seal)

STATE OF IL :
COUNTY OF DuPage : SS:

Before me, a Notary Public in and for said State and County, personally appeared Fifth Third Bank, Indiana(Northern), a Michigan Banking Corporation, by David McCoy, its Senior Vice President and Chief Financial Officer the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be its voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 17th day of July, 2001.
Anjanette Beaudion Printed Name Anjanette Beaudion
My Commission expires 4/23/05. I am a resident of DuPage County.

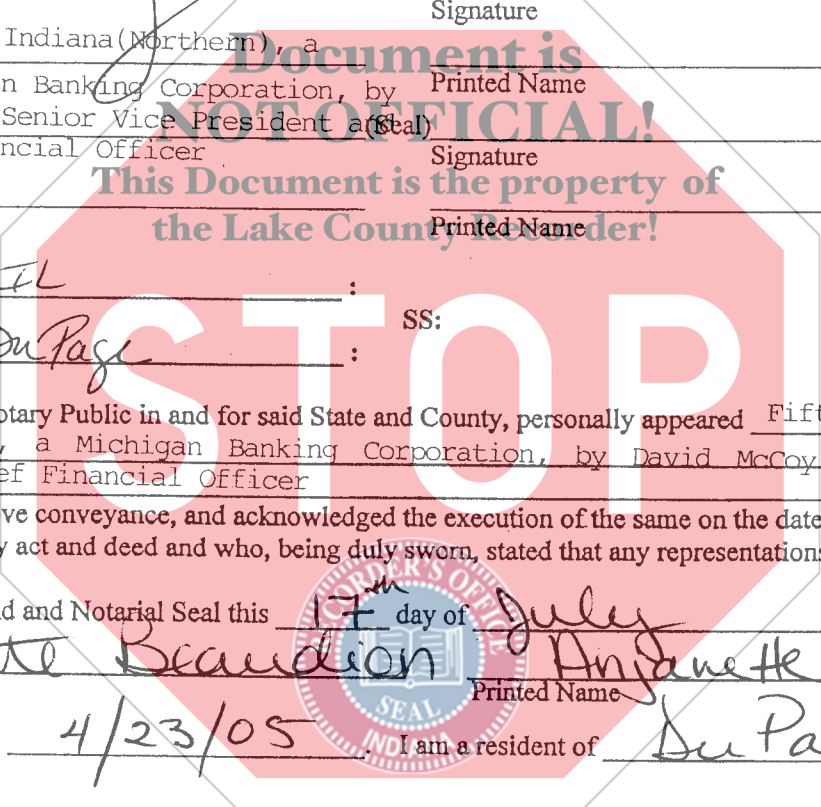


EXHIBIT "A"

Project: STP-N632(007)

Sheet 1 of 1

CODE: 3621

Parcel No. 38A Temporary Right of Way for Drive Construction

A part of Lot C (also known as Parcel 71) in Merrillville Broadview Addition to the City of Merrillville, Indiana, the plat of which is recorded in Plat Book 32, Page 53, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning on the south line of said lot South 89 degrees 40 minutes 00 seconds East 6.215 meters (20.39 feet) from the southwest corner of said lot; thence North 6 degrees 34 minute 05 seconds East 4.297 meters (14.10 feet); thence South 89 degrees 59 minutes 48 seconds East 17.484 meters (57.36 feet); thence South 2 degrees 45 minutes 29 seconds West 4.376 meters (14.36 feet) to the south line of said lot; thence North 89 degrees 40 minutes 00 seconds West 17.765 meters (58.28 feet) along said south line to the point of beginning and containing 76.2 square meters (820 square feet), more or less.

This description was prepared for the Indiana Department of Transportation by Denise K. Anderson, Indiana Registered Land Surveyor, License Number LS29500022, on this 30th day of JUNE, 1999.

