

TRUSTEE'S DEED
STATUTORY

2002 088697

STATE OF ILLINOIS
LAKE COUNTY
FILED FOR RECORD

2002 OCT -2 AM 10:34

NORMS W. CARTER
RECORDER

THIS INDENTURE Made this
25th day of September, A.D., 2002,
between LOTTIE ROGERS, as trustee
under the JAMES L. ROGERS AND LOTTIE
ROGERS LIVING TRUST, DATED
DECEMBER 7, 1990 OF DYER, INDIANA,
party of the first part, and
LOTTIE ROGERS AS TRUSTEE, UNDER THE
LOTTIE ROGERS DECLARATION OF TRUST,
DATED SEPTEMBER 25, 2002, OF DYER, INDIANA,
of the Village of Dyer, Cook County, INDIANA.

WITNESSETH, that said party of
the first part, in consideration of
the sum of Ten Dollars, (\$10.00) and
other good and valuable considerations
in hand paid, does hereby convey and
quit claim unto said parties of the
second part, all interest in the
following described real estate,
situated in Cook County, Illinois,
to wit:

Lot 2, except the north 46.3 feet by parallel lines, in
Wildflower Estates-Unit 2, an Addition to the Town of Dyer, as
per plat thereof, recorded in Plat Book 81 page 49 and
Certificate of Correction recorded November 20, 1996, as Document
No. 96076853. in the Office of the Recorder of Lake County,
Indiana.

Commonly Known As: 1438 Rokosz Lane, Dyer, Indiana
Tax key No.: 14-261-15
Tax Unit No.: 12

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

OCT 2 2002

PETER BENJAMIN
LAKE COUNTY AUDITOR

Subject to: general real estate taxes not due and payable at the
time of closing; special assessments confirmed after the Contract
Date; Building, building line, use or occupancy restrictions,
conditions and covenants of record; Zoning laws and ordinances
which conform to the present usage of the Premises; Public and
utility easements which serve the Premises; Public roads and
highways, if any; Drainage ditches, feeders, laterals and drain
tile, pipe or other conduit.

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23.00
LP
Cash

together with the tenement and appurtenances thereto belonging.

TO HAVE AND TO HOLD the same unto said parties of the second part and to the proper use, benefit and behoof of said parties of the second part forever.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for 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 directly to a trust grantee or 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, or 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 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 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 or 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 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 expedience 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.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such cases made and provided.

This conveyance is made upon the express understanding and condition that neither Grantee, 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 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 thereof). 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 WITNESS WHEREOF, said party of the first part and has caused her name to be signed to these presents by her as Trustee, the day and year first above written.


Lottie Rogers, Trustee

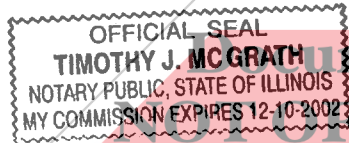


STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for said County and State aforesaid DO HEREBY CERTIFY THAT, Lottie Rogers, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day of September, 2002.


Notary Public



This Document is the property of
NOTARY PUBLIC

FUTURE TAXES TO GRANTEE'S ADDRESS Return this document to:
or to:

Lottie Rogers
1438 Rokosz Lane
Dyer, Indiana 46311

Timothy J. McGrath
Attorney at Law
440 S. State Street
P.O. Box 615
Manhattan, IL 60442

STOP

This Instrument was prepared by:
Lottie Rogers
1438 Rokosz Lane
Dyer, Indiana 46311

Whose Address is:

