

DEED IN TRUST

2002 092788
THIS INDENTURE WITNESSETH That:

James J. Mitchell Sr. and H. Lynn Mitchell

for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do by these presents, CONVEY AND WARRANT to BANK CALUMET NATIONAL ASSOCIATION, a national banking association with its principal place of business at 5231 Hohman Avenue in the City of Hammond, Lake County, Indiana, as Trustee, under the terms and conditions of that certain written agreement and declaration of trust dated 9/18/02, and identified as Trust No. P-5057, the following described real estate in Lake County, Indiana, to-wit:

Lot 58 in Briar Crossings Subdivision, Phase 2. An addition to the Town of Dyer, as per plat thereof, recorded in Plat Book 89, Page 81, in the Office of the Recorder of Lake County Indiana.

Commonly known as: 1505 Briar Crossing Drive, Dyer IN 46311

Send tax bills to:

James J. and H. Lynn Mitchell
1505 Briar Crossing Drive
Dyer, Indiana 46311

TO HAVE AND TO HOLD said premises with the appurtenances upon the trusts, and for the uses and purposes herein and in said trust set forth:

The said trustee shall have full power and authority to improve, manage, protect, and subdivide the real estate from time to time forming a part of the trust estate, to dedicate parks, streets, highways or alleys and to vacate any subdivision or parts 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 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 praesenti or in futuro, and upon any terms and for any period or periods of time, and to renew or extend leases upon any terms and for any period or periods of time, to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, and to consent to the assignment of leases, 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 said property or exchange it, 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 property or any part thereof, to purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease, 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 the Trustee in relation to such property, or to whom such property 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 property, or be obliged to see that the provisions or 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 the trust; and every 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 instrument and 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 said trust agreement and this instrument, or any such amendment of said trust agreement, and binding upon all beneficiaries thereunder, and (c) that said Trustee was duly appointed and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

IN WITNESS WHEREOF, the said

have hereunto set their hands and seals this 8th day of October, 2002

James J. Mitchell Sr.
H. Lynn Mitchell

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

OCT 15 2002

STATE OF INDIANA)
) SS:
COUNTY OF)

PETER BENJAMIN
LAKE COUNTY AUDITOR

Before me, the undersigned, a Notary Public in and for said County and State, this day personally appeared and acknowledged the execution of the foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this 8th day of October, 2002

My Commission Expires:

Kimberly Beiner
Notary Public

Residence: Lake County, Indiana

July 12, 2010
THIS INSTRUMENT PREPARED BY:

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HS