

3

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 015697

2004 FEB 25 AM 10:54

MORRIS W. WINTER  
RECORDER  
Return to: LAKE COUNTY TRUST COMPANY  
2200 N. Main Street  
Crown Point, IN 46307

# DEED INTO TRUST

**THIS INDENTURE WITNESSETH THAT THE GRANTOR(S)** NWIAPTS LLC, an

Indiana limited liability company

of the County of Lake and State of Indiana for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid,

## CONVEY(S) AND WARRANT(S)

unto **LAKE COUNTY TRUST COMPANY**, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 6th day of January, 2004 and known as **Trust No. 5499** the following described real estate in the County of Lake and State of Indiana, to-wit:

See Rider attached hereto and made a part hereof

Key No.:

Commonly known as: 1312, 1318, & 1322 N. Wood Avenue; 820 N. Wheeler; & 825 N. Glenwood Avenue, Griffith, IN 46319

Mail future tax statements to:

David Kapl, 4101 N. Washington Street, Westmont, Illinois 60559

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 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 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 Lake County Trust Company 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

DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

FEB 25 2004

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

HOLD FOR FIRST AMERICAN TITLE

639704/45064450

18-  
FA DC  
1707

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 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/ve hereunto set its hands this 16<sup>th</sup> day of January, 2004.

NWIAPTS LLC, an Indiana limited liability company  
by William Ronald Day  
William Ronald Day  
Managing Partner

STATE OF Indiana )  
COUNTY OF Lake ) SS:



I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that NWIAPTS LLC, an Indiana limited liability company, William Ronald Day, managing partner

personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his/her/its free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16<sup>th</sup> day of January, 2004.

Mark L. Marks  
Signature of Notary Public

Mark L. Marks  
Printed Name of Notary Public

My Commission Expires: 3-7-2005

Resident of Lake County, IN.

This Instrument was prepared by: Kenneth Marks, 902 Maple Avenue, Downers Grove, Illinois 60515

3007 MAGNETIC RECORDING

**RIDER MADE A PART OF DEED IN TRUST/5499**

Parcel 1: Lot 127, The Park 3<sup>rd</sup> Addition to the Town of Griffith, as per plat thereof, recorded in Plat Book 36, page 85, in the Office of the Recorder of Lake County, Indiana.

Parcel NO.: 15-26-0272-0045

Parcel 2: Lots 128 to 133, inclusive, The Park 4<sup>th</sup> Addition to the Town of Griffith, as per plat thereof, recorded in Plat Book 37, page 4, in the Office of the Recorder of Lake County, Indiana.

Parcel NO.: 15-26-0274-0001

Parcel 3: Outlot "A", Vine Gardens Second Addition to the Town of Griffith, as per plat thereof, recorded in Plat Book 35, page 99, in the Office of the Recorder of Lake County, Indiana.

Parcel NO.: 15-26-0256-0016

Parcel 4: Outlot "A", Glenview First Addition to the Town of Griffith, as per plat thereof, recorded in Plat Book 37, page 38, in the Office of the Recorder of Lake County, Indiana.

Parcel NO.: 15-26-0283-0001

