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LAKE COUNTY  
FILED FOR RECORD

2004 034193

2004 APR 27 10:00 AM

RECORD AND RETURN TO:  
Mercantile National Bank of Indiana  
5243 Hohman Avenue, Trust Department  
P. O. Box 624  
Hammond, Indiana 46325-0624.

### DEED IN TRUST

THIS INDENTURE WITNESSETH that, Steve and Eleanor Plesha, Husband and Wife of Lake County, Indiana, 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(S) AND WARRANT(S) to **MERCANTILE NATIONAL BANK OF INDIANA**, a national banking association with its principal place of business at 5243 Hohman Avenue in the City of Hammond, Lake County, Indiana, as Trustee, under agreement dated April 27, 2004, and known as Trust No. 6805-LT the following described real estate in Lake County, Indiana, to-wit:

**Lot 50 in Timberland Unit 1-B, an Addition to the Town of St. John, as per plat thereof, recorded in Plat Book 45 page 73, in the Office of the Recorder of Lake County, Indiana.**

Key Number: 22-12-64-12  
Street Address: 11647 W. 90<sup>th</sup> Avenue, St. John, Indiana 46373  
Mail Tax Statements: C/O Mr. Steve Plesha, 11647 W. 90<sup>th</sup> Ave., St. John, Indiana 46373

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 of 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 to said Trust Agreement, and binding upon all beneficiaries thereunder, and (c) that said Trustee was

APR 27 2004  
STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

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