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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 037026

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FILED FOR RECORD

MAIL TAX BILLS TO:
1037 STERLING COURT
CROWN POINT, IN 46307

RETURN TO:

**WARRANTY DEED
(DEED IN TRUST)**

THIS INDENTURE WITNESSETH THAT ~~WOODSHOP, LLC, an Indiana limited liability company~~ (hereinafter the "Grantor"), **CONVEYS AND WARRANTS** to **LAKE COUNTY TRUST COMPANY AS TRUSTEE OF TRUST NO. 4401**, of Lake County in the State of Indiana, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate situated in Lake County, in the State of Indiana, to-wit:

The East 50 feet of Lot 19, in White Hawk Country Club, Phase 5, Block 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 88 page 28, in the Office of the Recorder of Lake County, Indiana.

Commonly known as 1037 Sterling Court, Crown Point, Indiana.

Tax Key No.: 9-552-38

Tax Unit No.: 23

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

MAY 5 2004

SUBJECT, NEVERTHELESS, TO THE FOLLOWING:

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

1. Taxes for 2004 payable in 2005, and for all years thereafter.
2. Covenants, conditions and restrictions contained in the plat of White Hawk Country Club - Phase 5, in Block 1, an Addition to the City of Crown Point as per plat thereof, recorded in Plat Book 88 page 28.

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3. Terms, provisions, covenants, conditions, restrictions and by-laws contained in a certain Declaration, recorded July 13, 2000, as Document No. 2000 049693, the First Amendment To The Declaration recorded on April 9, 2003, as Document No. 2003-036211, and the Second Amendment To Declaration recorded on November 10, 2003, as Document No. 2003-119880, including, but not limited to, the duties and obligations arising from the automatic membership in and the powers of Hawk's Landing Townhome Owners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns, and the Assignment of Declarant's Rights under the Declaration of Covenants, Conditions, Restrictions and Easements for Hawk's Landing Townhomes, made by The Woodshop, Inc., an Indiana corporation (the Assignor) to Woodshop, LLC, an Indiana limited liability company (the Assignee), dated May 18, 2001, and recorded May 23, 2001, as Document No. 2001 039473.
4. Easements and party wall rights as set out in the Declaration recorded July 13, 2000, as Document No. 2000 049693, as amended.
5. Assessments, charges and expenses levied by Hawk's Landing Townhome Owners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns, which continuing lien for assessments shall be subordinate to the lien of any first mortgage upon any residential unit.
6. Building line affecting the Northerly 40 feet of the land, as shown on the recorded plat of subdivision.
7. Grant(s) and/or Reservation(s) of easement(s) contained on the recorded plat of subdivision.
8. Easement for utilities affecting the Southerly 15 feet of the land as shown on the recorded plat of subdivision.
9. Common law party wall rights in and to a common wall over and along a boundary line in common with adjacent real estate.
10. Affidavit, Release and Covenant executed by The Woodshop, LLC, dated October 20, 2003, and recorded October 20, 2003, as Document No. 2003 112856.
11. All covenants, easements, rights of way, building lines, highways, roads, streets, alleys and other restrictions of beneficial use and enjoyment of record, and all facts and matters affecting legal and equitable ownership and possession of the real estate which would be, or should have been, revealed and disclosed by an accurate survey of the real estate described above.

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 presenti 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.

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.

The undersigned persons executing this Deed represent and certify under oath on behalf of Grantor that the undersigned are all of the members of Grantor; that there are no other members of Grantor; that the undersigned have the authority to execute and deliver this Deed; that Grantor has full capacity to convey the real estate described; and that all necessary legal action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 30th day of April, 2004.

THE WOODSHOP, INC., Member

S & J INVESTMENTS, L.P., Member

By: *Randall L. Mitchell*
Randall L. Mitchell, President

By: *Samuel N. Van Til*
Samuel N. Van Til, Managing Partner

STATE OF INDIANA)

COUNTY OF LAKE)

SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared RANDALL L. MITCHELL, as the President of THE WOODSHOP, INC., a member of Woodshop, LLC, and SAMUEL N. VAN TIL, as the Managing Partner of S & J Investments, L.P., a member of Woodshop, LLC, who acknowledged the execution of the foregoing Deed for and on behalf of Grantor and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and notarial seal this 30th day of April, 2004.

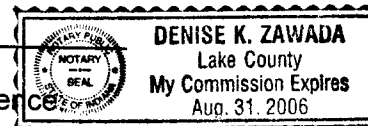


Denise K. Zawada
Notary Public

Printed Name: Denise K. Zawada

County of Residence

Lake



My Commission Expires:
8/31/2006

This Instrument prepared by Glenn R. Patterson, Esq., Tauber & Westland, P.C., 9211 Broadway, Merrillville, Indiana 46410

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