

2004 044003

2801 Fr 108 (41 0 31

MORANI AR

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

DEED INTO TRUST

80219

Hector Alicea and Ana M. Alicea, Husband and Wife		
of the County of <u>Lake</u> and State of <u>Indiana</u> 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 provisions of a trust agreement dated the 19th day of May, 2004 and known as Trust 5537 the following described real estate in the County of pertyLake and State Indiana, to-wit:		
See attached for legal description.		
Key No.: 26-6-52		
Commonly known as: 315 East Ridge Road Griffith, IN. 46319		
Mail future tax statements to: 13398 Hayes Court Crown Point, IN. 46307		

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

OULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

MAY 2 5 2004

STEPHEN R. STIGLICH LAKE COUNTY AUDITOR CTTO And model an exception the excepting of the heat model the blive useds so excepting the to the sectualist of the land binded. 078 D

002040

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 I	hereunto set their hands this 21st day of
May, 20_04	
Dector Olicea	Ann M. alica
Hector Alicea	Ana M. Alicea
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
hector Alicea and Ana M. Alicea	
personally known to me to be the same person(s) whose i	name(s) are subscribed to the foregoing
instrument, appeared before me this day in person and ac	
delivered the said instrument as his/her/its free and volunt	
TE OF W	
GIVEN under my hand and a state the 21st	day of <u>May, 2004</u> .
Martetain (Hesta Payo
Signature of Notary Public ON URLIC	Printed Name of Notary Public
	·
My Commission Expires:	Resident of <u>Lake</u> County, IN.
" Wild general to ""	

This Instrument was prepared by: Elaine M. Sievers, Attorney at Law

No: 320041148

LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF RIDGE ROAD (EXCEPT THEREFROM THE E. J. AND E. RAILWAY RIGHT-OF-WAY) AND DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RIDGE ROAD 220 FEET EASTERLY OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION (MEASURED ALONG THE SOUTH LINE OF RIDGE ROAD); THENCE SOUTH PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 156.20 FEET; THENCE DUE EAST A DISTANCE OF 104.23 FEET TO A POINT IN A LINE WHICH IS 322.12 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 137.33 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF RIDGE ROAD, WHICH IS 106.93 FEET EASTERLY, MEASURED ALONG THE SOUTHERLY LINE OF RIDGE ROAD, OF THE PLACE OF BEGINNING; THENCE NORTHWEST ALONG THE SOUTHERLY LINE OF RIDGE ROAD, A DISTANCE OF 43.55 FEET TO A CONCRETE MONUMENT 40 FEET SOUTH BY RECTANGULAR MEASUREMENT OF THE CENTER LINE OF RIDGE ROAD; THENCE NORTHWEST ALONG THE SOUTHERLY LINE OF RIDGE ROAD, A DISTANCE OF 63.38 FEET TO THE PLACE OF BEGINNING, ALL IN THE TOWN OF GRIFFITH, LAKE COUNTY, INDIANA.

