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LAKE COUNTY  
FILED FOR RECORDS

2004 046816

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MAIL TAX BILLS TO:

~~4198 Thornhill Drive~~ P.O. Box 2004  
~~Crown Point, IN 46307~~

*Mary, Jr*  
*46409*

MC...  
P...

Tax Key No. See Attached

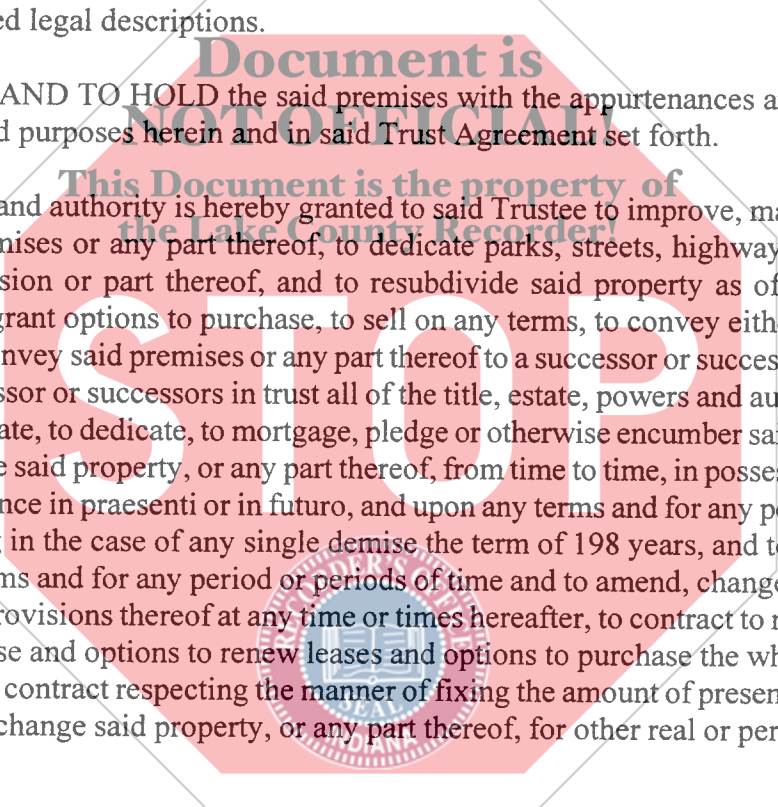
**DEED IN TRUST**

Gordon W. Bates, Guardian of the Estate of Bruce T. Fleming (in Bruce T. Fleming's interest, individually, and as co-trustee of the BF Trust #1); BTF, LLC, an Indiana limited liability company, and Lula Barrera, co-trustee of the BF Trust # 1, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, release all interests and life estates and quit-claim to Lake County Trust Company, as Trustee under Trust Agreement dated January 20, 1998 and known as Trust N<sup>o</sup> 4950, the following described real estate in Lake County, State of Indiana, to-wit:

See Attached legal descriptions.

TO HAVE AND TO HOLD the said premises with the appurtenances and 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



DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

APR 4 2004

STEPHEN R STIGLICH  
LAKE COUN. CLERK

000426

*2892*  
*6827*

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 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.

**LULA BARRERA, INDIVIDUALLY, AS CO-TRUSTEE AND BENEFICIARY OF BF TRUST #1, AND AS BENEFICIARY OF THE GRANTEE IN THIS DEED, FOR HER SUCCESSORS, ASSIGNS, HEIRS, AND FIDUCIARIES, RELEASE GRANTORS, INCLUDING BRUCE T. FLEMING, INDIVIDUALLY, AND THEIR SUCCESSORS, ASSIGNS, HEIRS, AGENTS, AND FIDUCIARIES (“FLEMING PARTIES”), AND FOREVER DISCHARGE EACH OF THEM FROM ANY AND ALL REMAINING CAUSES OF ACTION, SUITS, DAMAGES, CLAIMS, DEMANDS WHATSOEVER IN LAW OR EQUITY, PAST, PRESENT OR FUTURE WHICH THEY MAY HAVE AGAINST THE FLEMING PARTIES, DIRECTLY OR INDIRECTLY, KNOWN OR UNKNOWN, ARISING FROM THEIR OWNERSHIP, MAINTENANCE, USE, MANAGEMENT, COLLECTION OF INCOME, PAYMENT OF EXPENSES, OR IN ANY OTHER ACTION, CONCERNING THE PROPERTIES DESCRIBED IN THIS DEED OR IN WHICH THE FLEMING PARTIES EVER HAD AN INTEREST IN.**

**GORDON W. BATES, GUARDIAN OF THE ESTATE OF BRUCE T. FLEMING, FOR BRUCE T. FLEMING, INDIVIDUALLY, AS CO-TRUSTEE AND BENEFICIARY OF BF TRUST #1, FOR BRUCE T. FLEIMING’S SUCCESSORS, ASSIGNS, HEIRS, AND FIDUCIARIES, RELEASES LULA BARREA, INDIVIDUALLY, AND HER SUCCESSORS, ASSIGNS, HEIRS, AGENTS, AND FIDUCIARIES (“BARREA PARTIES”), AND FOREVER DISCHARGES EACH OF THEM FROM ANY AND ALL CAUSES OF ACTION, SUITS, DAMAGES, CLAIMS, DEMANDS WHATSOEVER IN LAW OR EQUITY, PAST, PRESENT OR FUTURE WHICH THEY MAY HAVE AGAINST THE BARREA PARTIES, DIRECTLY OR INDIRECTLY, KNOWN OR UNKNOWN, ARISING FROM THEIR OWNERSHIP, MAINTENANCE, USE, MANAGEMENT, COLLECTION OF INCOME, PAYMENT OF EXPENSES, OR IN ANY OTHER ACTION, CONCERNING THE**

The South 30 feet of Lot 12, Block 7, South Broadway Land Company's Little Farms Addition to Gary, as shown in Plat Book 14, page 5, Lake County, Indiana, commonly known as 4235 Vermont, Gary, Indiana.

Key #25-45-0337-0016

*and*

The South 12 1/2 feet of Lot 7 and the North 18 3/4 feet of Lot 8, Block 3, Riverview Land and Investment Company's First Addition to Gary, as shown in Plat Book 10, page 4, Lake County, Indiana, commonly known as 3366 Connecticut, Gary, Indiana.

Key #25-46-0463-0009

*and*

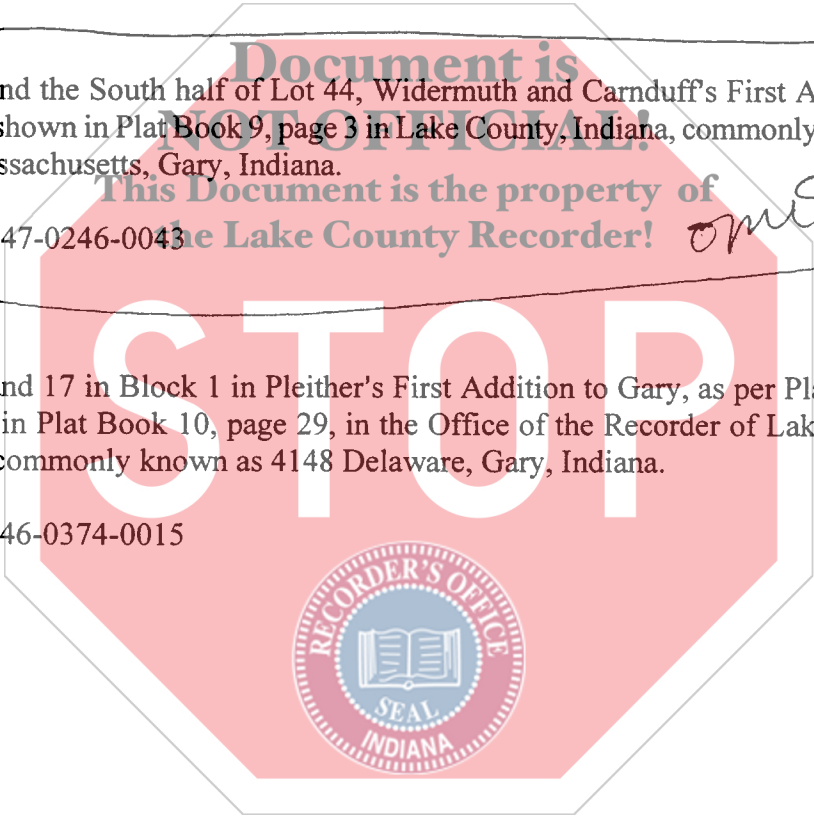
Lot 43, and the South half of Lot 44, Widermuth and Carnduff's First Addition to Gary, as shown in Plat Book 9, page 3 in Lake County, Indiana, commonly known as 4120 Massachusetts, Gary, Indiana.

Key #25-47-0246-0043

*and*

Lots 16 and 17 in Block 1 in Pleither's First Addition to Gary, as per Plat thereof, recorded in Plat Book 10, page 29, in the Office of the Recorder of Lake County, Indiana, commonly known as 4148 Delaware, Gary, Indiana.

Key #25-46-0374-0015



**EXHIBIT "A"**

**LEGAL DESCRIPTIONS**

Deed to Lake County Trust #4950

Dated 6-02, 2004

Lot 3 in Block 6 in Hill Terrace, in the City of Gary, as per plat thereof recorded in Plat Book 31, page 19, in the Office of the Recorder of Lake County, Indiana, also known as 1317 E. 50th Place, Gary, IN.

Key #25-45-0447-0003

*and*

Lot 131 in Fairview, in the City of Gary, as per plat thereof, recorded in Plat Book 24, page 67, in the Office of the Recorder of Lake County, Indiana, also known as 1111 E. 48th, Gary, IN.

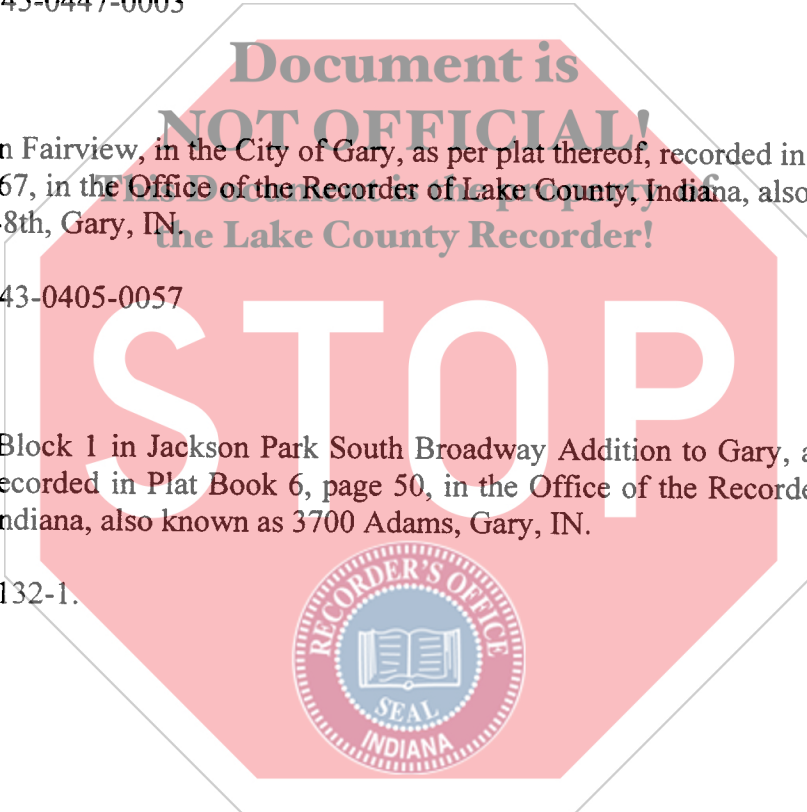
Key #25-43-0405-0057

*and*

Lot 1 in Block 1 in Jackson Park South Broadway Addition to Gary, as per plat thereof, recorded in Plat Book 6, page 50, in the Office of the Recorder of Lake County, Indiana, also known as 3700 Adams, Gary, IN.

Key #45-132-1.

*and*



**PROPERTIES DESCRIBED IN THIS DEED OR IN WHICH THE BARRERA PARTIES  
EVER HAD AN INTEREST IN.**

The parties, by executing this deed, accept its terms for themselves and the parties listed  
in the release language.

DATED: 6-02, 2004.

*Gordon W Bates*  
Gordon W. Bates, Guardian of the Estate of  
Bruce T. Fleming, individually and as Co-  
Trustee of BF Trust #1



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary in and for said County and State, this 2nd day of June, 2004, personally appeared Gordon W. Bates, Guardian of the Estate of Bruce T. Fleming, individually, and as Co-Trustee of BF Trust #1 and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Resident of Lake County  
My Commission Expires: 5/17/08

Juan E. Freelove  
\_\_\_\_\_, Notary Public

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary in and for said County and State, this 27th day of May, 2004, personally appeared Thomas J. Fleming, Manager of BTF, LLC and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Resident of Lake County  
My Commission Expires: 5/17/08

Juan E. Freelove  
\_\_\_\_\_, Notary Public

