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LAKE COUNTY  
FILED FOR RECORD

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# LAKE COUNTY TRUST COMPANY

## Trustee's Deed

200410419

CHICAGO TITLE INSURANCE COMPANY

*This Indenture Witnesseth* that, LAKE COUNTY TRUST COMPANY, AS TRUSTEE under the provisions of a Trust Agreement dated June 7, 1996, and known as **Trust No. 4800** of Lake County, and State of Indiana, does hereby grant, bargain, sell and convey to:

**John A. Flores and Laura M. Flores, Husband and Wife**

for the sum of ten dollars (\$10.00) and other good and valuable consideration the following described Real Estate in the **County of Lake** and State of Indiana, to wit:

Lot 174 in Country Meadow Estates 3<sup>rd</sup> Addition, Unit 12, an Addition to the Town of Winfield, Indiana, as per plat thereof, recorded in Plat Book 87, Page 29, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 7521 Mary Kay Court, Crown Point, Indiana 46307

Key No.: 54-91-2

- Subject to: a) Covenants and restrictions; natural and manmade drainage ways; and easements for drainage, streets and utilities and building lines, and other as set forth in the plat; and all other documents of record; and any outstanding taxes and assessments;
- b) See Attachment "A" Deed Restriction and Covenant for Water Front Lots.

After recording, return deed and mail future tax statements to: 1722 - 170<sup>th</sup> Street, Hammond, Indiana 46320

This Deed is executed pursuant to, and in the exercise of, the power and authority granted to and vested in the said Trustee by the terms of said Deed or Deeds in Trust delivered to the said Trustee in pursuance of the Trust Agreement above mentioned, and subject to all restrictions of record.

IN WITNESS WHEREOF, the said LAKE COUNTY TRUST COMPANY, as Trustee, by Elaine M. Sievers as Trust Officer has hereunto set its hand and seal this 26<sup>th</sup> day of October, 2004.

LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid,

BY: Elaine M. Sievers  
Elaine M. Sievers, Trust Officer

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

OCT 29 2004

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

002412

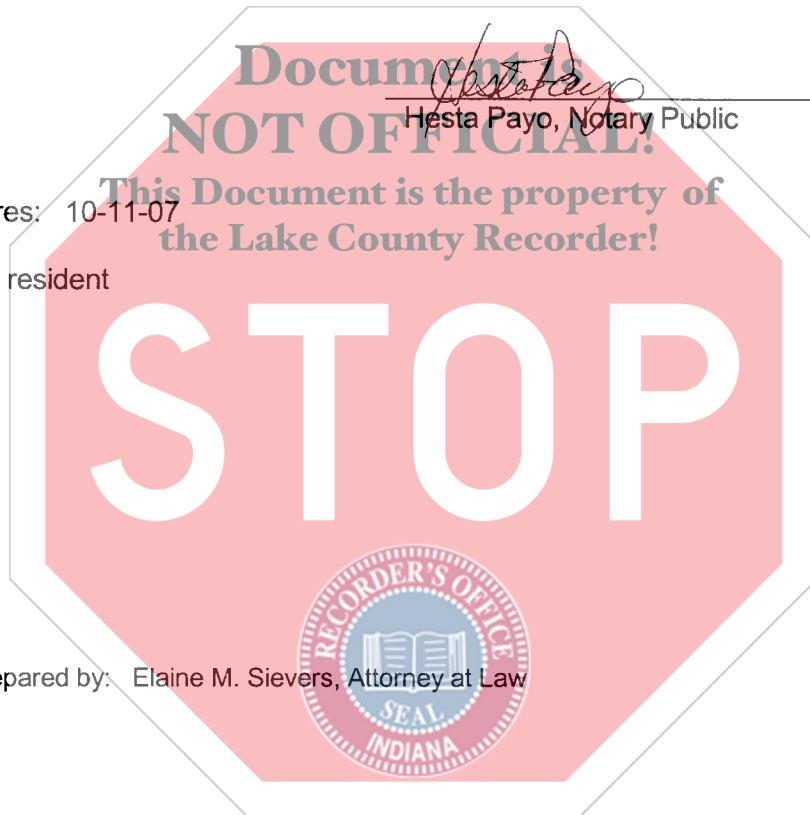
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STATE OF INDIANA )  
                                  )     SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Elaine M. Sievers, as Trust Officer of the LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as her free and voluntary act, acting for such corporation, as Trustee.

Witness my hand and seal this 26<sup>th</sup> day of October, 2004.



My Commission expires: 10-11-07

Lake County, Indiana resident


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

Revised 11/99

**DEED RESTRICTION AND COVENANT  
FOR WATER FRONT LOTS - ATTACHMENT "A"  
(Lot Owned by Trust #4800)**

This lot is a water front lot. All water front lots shall be finished graded in a manner and according to a grading plan and pursuant to a time schedule approved in writing by Lake County Trust Company, as Trustee for Trust #4800, or their designees or assignees (collectively herein "Trust #4800"). A grading plan, prepared by a licensed surveyor, showing all existing grades and proposed grades must be submitted to and approved in writing by Trust #4800 prior to any construction and grading of the lot. Trust #4800 shall have the sole and absolute discretion to approve or disapprove all such plans, and shall have no liability to the lot owners for disapproving or for failing or refusing to approve, such plans. Absolutely no grading, filling, excavating or other alteration of the elevation of the lot within any drainage easement(s) shown on the recorded plat or which otherwise encumber this lot shall be permitted without such written approval. Should, for any reason, the grade of the lot within said easement(s) be altered without such written approval, Trust #4800 may restore or contract for the restoration work within said drainage easement(s) on behalf of the lot owners, at the lot owners' expense, for which Trust #4800 hereby reserves a license and an easement for itself and its agents, representatives and contractors. The lot owners are hereby jointly and severally obligated to immediately pay to Trust #4800 the actual cost of such restoration or the full amount of the contractor's bill, as applicable, plus 12% of the amount thereof for overhead and handling to Trust #4800. If the lot owners do not pay such amounts within fifteen (15) days, Trust #4800 may file and foreclose (pursuant to the procedures specified from time to time in I.C. 32-8-3-1 et seq.) a lien upon the lot which will include reasonable attorney fees, plus interest at one and one-half percent (1.5%) per month, without relief from valuation or appraisal laws. All costs of collection, including attorney fees and court costs will be added to the amount owed by the lot owners. The lot owners hereby jointly and severally covenant and agree to indemnify, defend and hold Trust #4800 harmless, from and against any and all liabilities, damages, losses, costs, expenses (including engineers', consultants', expert witnesses' and attorneys' fees), actions, causes of actions, and suits at law or in equity, of whatever nature, kind, character, description, extent or duration, arising directly or indirectly out of any grading, filling, excavation or other alteration of the elevation of the lot either (1) in accordance with any plan approved by Trust #4800, or (2) in violation of the foregoing restriction, including, but not limited to, in either case, the loss or diminution in value of other lots owned by Trust #4800 as a result thereof or the costs of maintaining, repairing or replacing the banks or other earthwork of the body of water on which the lot fronts, and any facilities or structures connected therewith. This deed restriction and covenant shall run with the land.

Lot owners' acknowledgment of, and agreement with the above restriction and covenant.

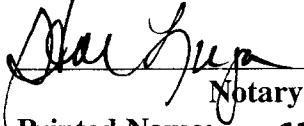
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|--------------------------------|--|----------|
| <u>John A. Flores</u>          |  | 10-26-04 |
| Signatures - Black Ink Only    |  | Date     |
| <u>LAURA M. FLORES</u>         | <u>Laura M. Flores</u>   | 10-26-04 |
| Printed Names - Black Ink Only |  |          |

STATE OF INDIANA        )  
  ) SS:  
COUNT OF LAKE         )

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, personally appeared the above-named person(s) who executed and acknowledged the foregoing instrument for and on behalf of themselves or their company.

Witness my hand and Notarial Seal this 10-26-04 day of \_\_\_\_\_, 20  .

  
\_\_\_\_\_  
Notary Public  
Printed Name: STAR LUGAR

My Commission Expires: 06/25/07  
County of Residence: LAKE

