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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 098170

2004 NOV 18 PM 12:01

MORRIS W. CARTER
RECORDER

DEED INTO TRUST

THIS INDENTURE WITNESSETH THAT THE GRANTOR: **Krosan Enterprises, an Indiana Partnership**, of the County of Lake and State of Indiana 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 the provisions of a trust agreement dated the **20th Day of October, 2004**, and known as Trust No. **5578** the following described real estate in the County of Lake and State of Indiana, to-wit:

Part of Lots 3 and 4, Kennedy Industrial Park Addition to the City of Hammond described as follows: starting at the Northeast corner of Lot 4 proceed South 25 degrees 44 minutes West along the Easterly line of Lot 4, a distance of 365.33 feet; thence proceed North 64 degrees 16 minutes West at right angles to this line, a distance of 300.00 feet to the Place of Beginning; thence proceed North 25 degrees 44 minutes East on a line parallel with the Easterly line of Lot 4, a distance of 366.82 feet, more or less, to a point on the Northerly line of Lot 4; thence proceed Westerly along said Northerly line, a distance of 250.03 feet; thence proceed South 25 degrees 44 minutes West, a distance of 370.58 feet; thence proceed South 64 degrees 16 minutes East, a distance of 250.00 feet to the Place of Beginning; all in Kennedy Industrial Park Addition to the City of Hammond, a part of the south Half of Section 15, Township 36, Range 9, West of the Second Principal Meridian, as marked and laid down in Plat Book 38, page 27 and re-recorded in Plat Book 38, page 55, in the Office of the Recorder of Lake County, Indiana.

EXEMPT TRANSACTION Transfer for no consideration

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

NOV 18 2004

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

001479

18.00
OK # 2028
GP

Key No.: 26 34 0352 0038

Commonly known as: 3640 179th Street, Hammond

Subject to: Covenants and restrictions of record.

Mail future tax statements to: Krosan Enterprises, 1020 Kennedy Ave, Schererville, IN 46375

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 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.

