

# NORTH STAR

TRUST COMPANY  
an affiliate of Marshall & Ilvey Corporation

2008 036410

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2008 MAY 16 AM 11:00  
MICHAEL A. BROWN  
RECORDER

## Deed In Trust

THIS INDENTURE WITNESSETH, that the Grantor,  
First Metro Development Corporation

of the County of Lake and the State of Indiana, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey(s) and Quit Claim(s) unto North Star Trust Company, a corporation duly organized and existing under the laws of the State of Illinois, of 500 W. Madison St., Suite 3150, Chicago, Illinois 60661, and duly authorized to accept and execute trusts within the State of Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 6<sup>th</sup> day of June, 1999 and known as Trust Number 6640, the following described real estate in Lake County of and State of Indiana, to wit:

See Attached Legal  
Commonly Known as: 3141 E. Dunes Highway, Gary, IN 46403

P.I.N. 25-40-0017-0013

Exempt under provisions of Paragraph E, Section 4, Illinois Real Estate Transfer Tax Act.

Date	Grantor or Representative

TO HAVE AND TO HOLD the said real estate 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 real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate 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 real estate 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 real estate, or any part thereof, to lease said real estate, 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 real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release and convey any right, title, interest in or about an easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as may 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 DOCUMENT IS BEING RECORDED TO ADD LEGAL DESCRIPTION

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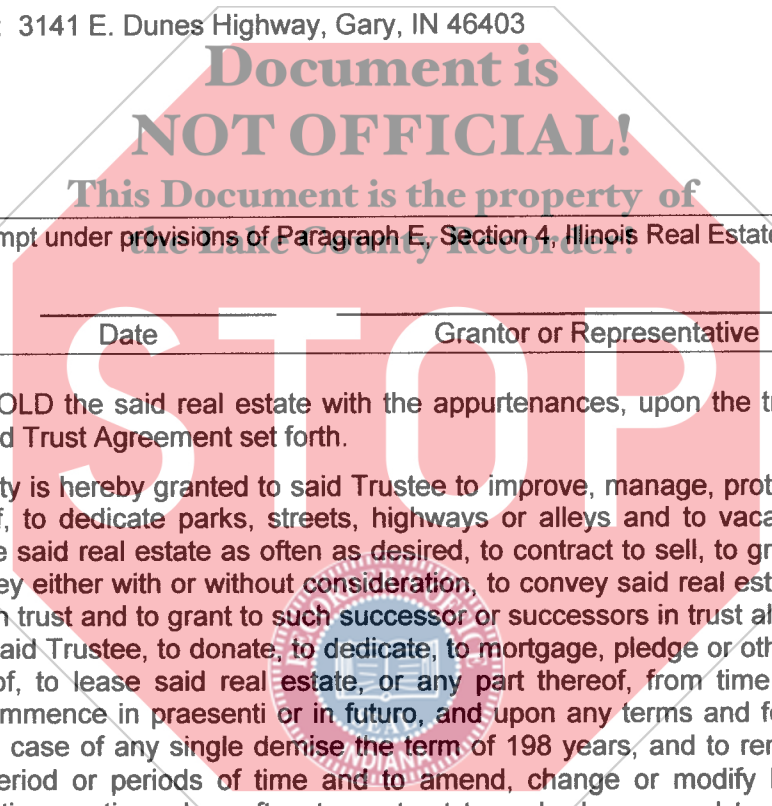
PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

See Reverse  
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In no case shall any party dealing with said Trustee, or any successor in trust, in relations to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been compiled with, or be obliged to inquire into the authority, 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance lease or other instrument, (a) That at the time of 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, 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.

And the said grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid has hereunto set \_\_\_\_\_ his \_\_\_\_\_ hand(s) and seal(s) this 18th day of April, 2008.

First Metro Development Corporation

(SEAL) [Signature] (SEAL)  
BY: Allan Fefferman, President

(SEAL) \_\_\_\_\_ (SEAL)

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder

STATE OF Indiana

COUNTY OF Lake

I, Felipa Ortiz a Notary Public in and for said County, in the state aforesaid do hereby certify that \_\_\_\_\_ Allan Fefferman personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 18th day of April, 2008

[Signature]  
Notary Public  
SEAL INDIANA

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by Law."  
Prepared by: [Signature]

Mail To: First Metro Development Corp.  
300 W. Ridge Rd.  
Gary, IN 46408

Address of Property:  
3141 E. Dunes Hwy., Gary, IN 46403

This instrument was prepared by:  
Felipa Ortiz

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P. M., THE CITY OF GARY, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT-OF-WAY OF THE WABASH RAILWAY WITH THE WEST LINE OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P. M., THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 1, 416.87 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF DUNES HIGHWAY; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF DUNES HIGHWAY 412.77 FEET, MORE OR LESS, TO A POINT, THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 1, AND 304.15 FEET, MORE OR LESS, TO THE NORTH LINE OF THE RIGHT-OF-WAY OF THE WABASH RAILWAY; THENCE WEST ALONG THE NORTH LINE OF THE RIGHT-OF-WAY OF THE WABASH RAILWAY, 395.6 FEET; MORE OR LESS, TO THE PLACE OF BEGINNING, EXCEPT THAT PART CONDEMMNED FOR HIGHWAY PURPOSES UNDER CAUSE NO. C-55-665, LAKE CIRCUIT COURT, AND DESCRIBED AS FOLLOWS: A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P. M., MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF SECTION ONE AND THE NORTHERLY RIGHT-OF-WAY LINE OF THE WABASH RAILROAD, SAID POINT BEING DISTANT NORTH 00 DEGREES 06 MINUTES 39 SECONDS EAST 141.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 1; THENCE ALONG SAID WESTERLY LINE OF SECTION 1, NORTH 06 DEGREES 06 MINUTES 39 SECONDS EAST 145.02 FEET TO A POINT, SAID POINT BEING DISTANT SOUTH 00 DEGREES 06 MINUTES 35 SECONDS WEST 271.56 FEET FROM THE SOUTHERLY LINE OF DUNES HIGHWAY; THENCE PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE WABASH RAILROAD, SOUTH 69 DEGREES 10 MINUTES 11 SECONDS EAST, 334.87 FEET TO A POINT; THENCE SOUTH 86 DEGREES 15 MINUTES 32 SECONDS EAST, 60.92 FEET, TO A POINT, SAID POINT BEING DISTANT SOUTH 00 DEGREES 06 MINUTES 39 SECONDS WEST 161.92 FEET FROM THE SOUTHERLY LINE DUNES HIGHWAY; THENCE SOUTH 00 DEGREES 06 MINUTES 39 SECONDS WEST 141.93 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF THE WABASH RAILROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 89 DEGREES 10 MINUTES 11 SECONDS WEST 395.67 FEET TO A POINT AT THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

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PIN#25-40-0017-0013

