

2008 062462



Mail Recorded Deed to: Barry C. Bergstrom 3330 181<sup>st</sup> Place Lansing, IL 60438 Mail Tax Bills to: First National Bank of Illinois 3256 Ridge Rd. Lansing, IL 60438

<u>Key Number</u>: 45-06-13-326-015.000-027 7833 Forest Avenue Munster, IN 46321

45-11-04-401-012.000-036 420 Spivak Drive Schererville, IN 46375

## **DEED IN TRUST**

THIS INDENTURE WITNESSETH, that the Grantor, Edward C. Bozich and Sheryle L. Bozich of the County of Lake and State of Indiana for and in consideration of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and Quit Claim unto FIRST NATIONAL BANK, a National Banking Association of Dyer, Indiana at 1101 JOLIET STREET, DYER, INDIANA 46311 as Trustee under the provisions of a trust agreement dated the 2<sup>nd</sup> day of September, 2008, known as Trust Number 6284 the following described real estate in the County of Lake and State of Indiana:

DESCRIBED ON THE LEGAL DESCRIPTION RIDER, WHICH RIDER IS ATTACHED TO AND MADE A PART OF THIS DEED

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.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF

In Witness Whereof, the grantors aforesaid have hereunto set their hand and seal this 2nd day of September, 2008.

(Seal) Sheughe Down (Seal)
EDWARD C. BOZICH SHERYLE L. BOZICH
HOLDER'S OF
STATE OF ILLINOIS )
COUNTY OF COOK ) SS
Tide of the Park Barrier Barri
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
Edward C. Bozich and Sheryle L. Bozich personally known to me to be the same persons whose names are subscribed to the
foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said
instrument as their free and voluntary act, for the uses and purposes therein set forth.
instrument as then free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 2 <sup>nd</sup> day of September, 2008.
OFFICIAL SEAL SURGE SELECTION SEA SERVICE TO THE SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEA
BARRY C. BERGSTROM, Notary Public 44 GL

I affirm under penalties of perjury that I have taken reasonable care to redact each social security number in this document, unless required by law.

This Instrument Prepared By: Barry C. Bergstrom, Atty No. 3521-98 3330 - 181st Place Lansing, IL 60438

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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, 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 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 or any kind, to release, convey or assign any right, title or interest in or about or 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 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 First National Bank of Illinois 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, or any successor in trust, in relation 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 to 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 complied 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 the delivery thereof the trust created by this indenture and 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 contend to the instrument was executed in accordance with the trusts, conditions and limitations contend to the instrument was executed in accordance with the trust, was fully authorized and empowering the lease of the every such deed, trust deed, lease, mortgage or other instrument and (d) if the exercise and each trust deed, lease, mortgage or other instrument and (d) if the exercise and each trust 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 under said trust agreement 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, the intention hereof being to vest in said grantee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

## RIDER A ATTACHED TO AND MADE A PART OF THE DEED IN TRUST DATED SEPTEMBER 2, 2008 WITH FIRST NATIONAL BANK OF ILLINOIS AS TRUSTEE

## LEGAL DESCRIPTION:

PARCEL 1: LOT 30 IN BLOCK 2 IN BROADMOOR IN MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 18, PAGE 3, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

PIN: 45-06-13-326-015.000-027

ADDRESS OF PROPERTY: 7833 FOREST AVENUE, MUNSTER, INDIANA 46321

PARCEL 2: THE SOUTH ½ OF LOT 3 IN SCHERLAND PARK 1<sup>ST</sup> ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 44, PAGE 76, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PIN: 45-11-04-401-012.000-036

ADDRESS OF PROPERTY: 420 SPIVAK DRIVE, SCHERERVILLE, INDIANA 46375

NOT OFFICIAL!

IDENTIFIED:

This Document is the property

the Lake County R

EDWARD C. BOZICH

SHERYLE L. BOZICH

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