2008 079375

261 No. 120 A. St 21

MAIL TAX BILLS TO GRANTEE'S CURRENT STREET ADDRESS AT: 3515 E 153RD 48610 11 46341

RETURN TO: 3515 815360 Henry 11 41341

LIMITED LIABILITY COMPANY WARRANTY DEED (DEED IN TRUST) AND WORLD SHE SHOW

THIS INDENTURE WITNESSETH THAT SUNFLOWER HOMES, LLC, an Indiana limited liability company (the "Grantor") CONVEYS AND WARRANTS to LAKE COUNTY TRUST COMPANY, AS TRUSTEE (THE "TRUSTEE") UNDER TRUST NO. 3555 (THE "TRUST AGREEMENT"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate situated in Lake County, in the State of Indiana, to-wit:

Part of Lot 1, C & O Industrial Park, as per plat thereof, recorded in Plat Book 45 page 28, in the Office of the Recorder of Lake County, Indiana, described as follows:

Commencing at the Northerly corner of said Lot 1, said corner being on the Southerly line of the C & O Railroad and on the East line of Colorado Street; thence 59 degrees 53 minutes 53 seconds East, along said Southerly line, 697.38 feet to the point of beginning; thence continuing South 59 degrees 53 minutes 53 seconds East, along said Southerly line 100.00 feet; thence South 30 degrees 06 minutes 07 seconds West, 250.00 feet to the Northerly line of 83rd Place; thence North 59 degrees 53 minutes 53 seconds West, along said Northerly line 100.00 feet; thence North 30 degrees 06 minutes 07 seconds East, 250.00 feet to the point of beginning.

Commonly known as 3330 East 83<sup>rd</sup> Place, Merrillville, Indiana 46410

Tax Parcel No.: 45-12-24-351-006.000-046

DULY ENTERED FOR TAXATION SUBJECT TO SINAL ACCEPTANCE FOR TRANSFER

NOV 1 2008

PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR

017912

## SUBJECT, NEVERTHELESS, TO THE FOLLOWING:

- 1. Taxes for 2008, payable in 2009, and for all years thereafter.
- 2. Rights of tenants under unrecorded leases.
- 3. Grant(s) and/or Reservation(s) of easement(s) contained on the recorded plat of said subdivision.
- 4. Easement for utilities and drainage affecting the Northerly 30 feet as shown on recorded plats of said subdivisions
- 5. Building line affecting the Southerly 30 feet of the land, as shown on the recorded plat of said subdivision.
- 6. Covenants, conditions, and restrictions contained in the plat of C & O Industrial Park, recorded in Plat Book 45, page 28.
- 7. Railroad rights-of-way and any switch or spur tracks crossing the land.
- 9. All other covenants, easements, rights of way, building lines, highways, roads, streets, alleys and other restrictions of beneficial use and enjoyment of record, and all facts and matters affecting legal and equitable ownership and possession of the real estate which would be, or should have been, revealed and disclosed by an accurate survey of the real estate described above.

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 prasenti 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 terms 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, 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.

In no case shall any party dealing with said Trustee 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 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 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 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 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.

The undersigned person executing this Deed represents and certifies on behalf of Grantor that the undersigned has been duly authorized and fully empowered to execute and deliver this Deed; that Grantor has full capacity to convey the real estate described; and that all necessary action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 14th day of November, 2008.

Sunflower Hon	nes, LLC: 🤇	7	
By:) De	u e	)(a	h
Printed Name:	Slave	(, <	Marion
Printed Name:	- TROOK	<u>, , , , , , , , , , , , , , , , , , , </u>	JICHEV
Title: Marke	a. 1	Massa	101/

STATE OF INDIANA )
) SS:
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stuff County and the Managery Member of SUNFLOWER HOMES, LLC, who acknowledged the execution of the foregoing Deed for and on behalf of Grantor and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and notarial seal this 14th day of November, 2008.

My Commission Expires: 12/08/2015

County of Residence: Lake

Jacatyn L. Smith, Notary Public

JACALYN L. SMITH
Lake County
My Commission Expires
December 8, 2015

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. Jacalyn L. Smith.

This Instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, Easton Court, 300 East 90th Drive, Merrillville, Indiana 46410

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