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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 027913

2009 APR 29 AM 11:22

MICHAEL A. BROWN
RECORDER

QUITCLAIM DEED

THE GRANTOR, MISTI D. FERKULL, as to her undivided One-Half (1/2) interest, for and in consideration of No/100 Dollars, and other considerations in hand paid, CONVEYS and QUITCLAIMS to JOSEPH P. FERKULL and MISTI D. FERKULL, as Husband and Wife, of 7135 Boardwalk, Crown Point, Indiana 46307, all of her interest in the following described Real Estate in Lake County, Indiana, to-wit:

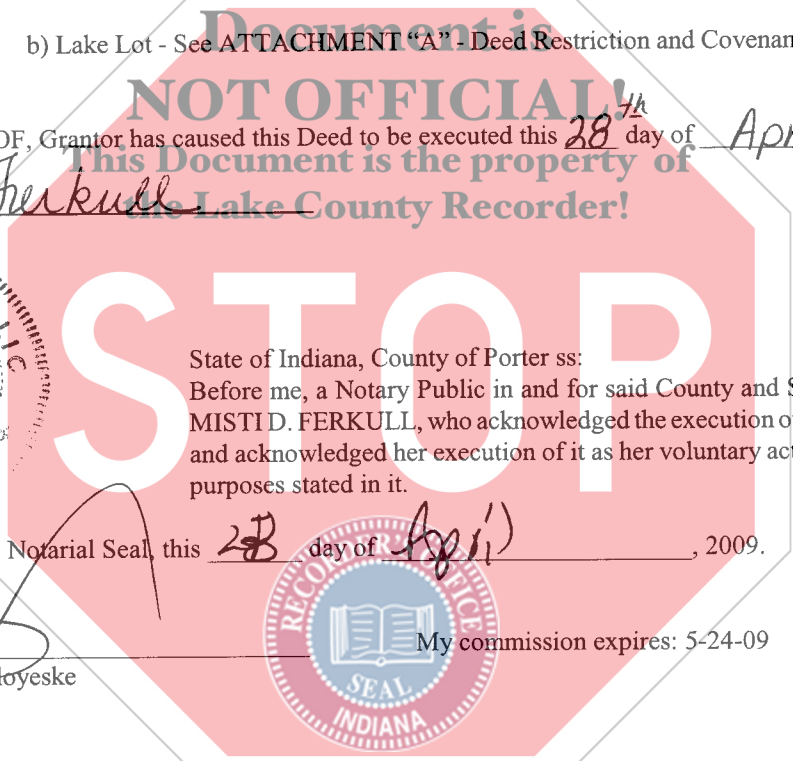
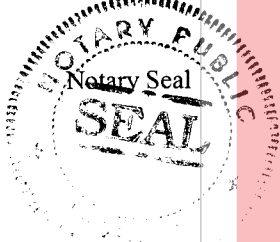
Lot 95 in Country Meadow Estates Third Addition, Unit 21, as per plat thereof, recorded in Plat Book 90, Page 75, in the Office of the Recorder of Lake County, Indiana.

Commonly known as 7181 Boardwalk, Crown Point, Indiana 46307
Parcel Number: 45-17-05-328-007.000-47

- 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 plat; mortgages and all other documents of record; and any outstanding taxes and assessments (if any),
- b) Lake Lot - See ATTACHMENT "A" - Deed Restriction and Covenant for Water Front Lots

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 28th day of April, 2009.

Misti D. Ferkull
MISTI D. FERKULL



State of Indiana, County of Porter ss:
Before me, a Notary Public in and for said County and State, personally appeared MISTI D. FERKULL, who acknowledged the execution of the foregoing instrument, and acknowledged her execution of it as her voluntary act and deed for the uses and purposes stated in it.

WITNESS my hand and Notarial Seal, this 28 day of April, 2009.

[Signature]
Notary Public: Alicia Gloyeske
Resident County: Porter



My commission expires: 5-24-09

SEND TAX STATEMENTS TO:

Geraldine R. Brown
2038 Dorchester Lane, Apt. #1
Schererville, Indiana 46375

WHEN RECORDED RETURN TO:

Alicia Gloyeske
2401 Beech Street, Suite E
Valparaiso, Indiana 46383

This Instrument Prepared By: Alicia Gloyeske, Attorney At Law, 2401 Beech Street, Suite E, Valparaiso, Indiana 46383, (219)464-9224

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

[Signature]
Alicia Gloyeske
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER
APR 29 2009

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3831
JB

**DEED RESTRICTION AND COVENANT
FOR WATER FRONT LOTS - ATTACHMENT "A"**
(Lot Owned by Trust #5300)

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 #5300, or their designees or assignees (collectively herein "Trust #5300"). 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 #5300 prior to any construction and grading of the lot. Trust #5300 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 #5300 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 #5300 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 #5300 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 #5300. If the lot owners do not pay such amounts within fifteen (15) days, Trust #5300 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 to save and hold Trust #5300 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 #5300, 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 #5300 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.

STOP



**DEED RESTRICTION AND COVENANT
FOR WATER FRONT LOTS - ATTACHMENT "A"
(Lot Owned by Trust #5300)**

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

