STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2009 079700

7MM DEC -2 AM 9:08

Property Numbers: 45-02-36-154-025.000-023 45-02-36-154-024.000-023 Mail Tax Statements to: 5246 Hohman Ave., Ste. 303 Hammond, IN 46320-1737

DEED 010602095612 cm

CHICAGO TITLE INSURANCE COMPANY

This Indenture Witnesseth that Peoples Bank SB, as Custodian of the Charles V. Pettersen Self-Directed IRA Account #01000002, who holds record title to said real estate and is one and the same as Peoples Bank SB, as Trustee of the Charles V. Pettersen IRA Trust dated June 1, 1984, Grantor, of Lake County, in the State of Indiana, does hereby grant, bargain, sell and convey to The Hammond Urban Academy, Inc., an Indiana nonprofit corporation, Grantee, of Lake County, in the State of Indiana, for the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate located in Lake County, in the State of Indiana:

Lot 19 and Lot 20, Block 1, Caroline Hohman's Addition to the Town of Hammond, as per plat thereof, recorded in Plat Book 1, page 42, in the Office of the Recorder of Lake County, Indiana

Commonly known as: 5228 and 5234 Ann Avenue, Hammond, IN 46320

This Deed is executed pursuant to, and in the exercise of, the power and authority granted to and vested in said trustee by the terms of said trust, and SUBJECT TO real estate taxes for the year 2009 payable in 2010 and thereafter.

In Witness Whereof, Peoples Bank SB, as Custodian of the Charles V. Pettersen Self-Directed IRA Account #0100002, who holds record title to said real estate as Peoples Bank SB, as Trustee of the Charles V. Pettersen IRA Trust dated June 1, 1984 has executed this DEED this 23<sup>rd</sup> day of November, 2009.

Peoples Bank SB, as Custodian of the Charles V. Pettersen Self-Directed IRA Account #01000002, who holds record title to said real estate as Peoples Bank SB, as Trustee of the Charles V. Pettersen IRA Trust dated June 1, 1984.

By: see signature page attached

Notary Clause: see notary clause attached

Mailing Address of Grantee:

5246 Hohman Ave., Ste. 303 Hammond, IN 46320-1737

After Recording, return to:

The Hammond Urban Academy, Inc. 5246 Hohman Ave., Ste. 303

Hammond, IN 46320-1737

This instrument was prepared by Chris Fox, Attorney at Law, #19091-64, 516 East 86<sup>th</sup> Avenue, Merrillville, IN 46410 (219/791-1520), using Chicago Title Insurance Company Commitment 620095612 as a reference.

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. <u>Chris Fox</u>

(Trustee's Deed – page 1 of 2)

THIS PORTION INTENTIONALLY LEFT BLANK

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

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DEC 01 2009

PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR

THIS INSTRUMENT is executed by the undersigned Peoples Bank SB, as Custodian of the Charles V. Pettersen Self-Directed IRA Account #01000002, who holds record title to said real estate as Peoples Bank SB; as Trustee of the Charles V. Pettersen IRA Trust dated June 1, 1984, not personally, but solely as Custodian under the terms of that certain agreement dated the 24<sup>th</sup> day of March A.D. 1995, creating Self-Directed IRA Account No. 01000002; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the custodian, individually or for the purpose of binding it personally, but this instrument is executed and delivered by Peoples Bank SB as custodian, solely in the exercise of the powers conferred upon it as such Custodian under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Peoples Bank SB, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties of holder thereof. Nothing contained herein will be construed as creating any liability on said Custodian, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulations. Said Custodian, personally, is not a "Transferor" or "Transferee" under RPTL and makes no representations concerning any possible environmental defects. In making any warranty herein the Custodian is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument. IN WITNESS WHEREOF, Peoples Bank SB has caused its name to be signed to these presents by its Vice-President and Wealth Management Officer and attested by its Vice-President and

Wealth Management Officer the day and year first above written. Peoples Bank SB, as Custodian aforesaid, who holds record title to said real estate as Peoples Bank SB, as Trustee of the Charles V. Pettersen IRA Trust dated June 1, 1984, and not personally Randall H. Walker Vice-President and Wealth Management Officer ATTEST: By: Mary T. Ciciora Vice-President and Wealth Management Officer State of Indiana SS: County of Lake Before me, the undersigned Notary Public in and for said County and State, DO HEREBY CERTIFY that Randall H. Walker and Mary T. Ciciora of PEOPLES BANK SB an Indiana Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Wealth Management Officer and Vice-President and Wealth Management Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the said Indiana Corporation, as custodian, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this day of November, 2009.

Notary's Commission Expires: 3-22-2016 day of November, 2009.

Notary's Signature: day of November, 2009.

Notary's Signature: day of November, 2009.

Notary's Printed Name: day of November, 2009.

Notary's Commission Expires: 3-22-2016 (Trustee's Deed - Page 2 of 2)