

3

2010 016161

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 MAR 22 AM 9:11

Mail Recorded Deed to:  
First National Bank of Illinois  
3256 Ridge Rd.  
Lansing, IL 60438

*an*

Mail Tax Bills to:  
Robert L. Comer, Jr.  
943 E. Sibley St.  
Hammond, IN 46320

MIDIN Number: FAJMAN  
45-03-31-376-046.000-023

**DEED IN TRUST**

THIS INDENTURE WITNESSETH, that the Grantor, **ROBERT L. COMER, JR.**, 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, **Conveys and Quit Claims** unto **FIRST NATIONAL BANK OF ILLINOIS**, 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 **4th** day of **February, 2010**, known as Trust Number **6488**, 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 4th day of February, 2010.

*[Signature]* \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
Robert L. Comer, Jr.

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF Cook )

MAR 18 2010

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **Robert L. Comer, Jr.**, personally known to me to be the same person(s) whose name(s) are 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.

Given under my hand and official seal, this 4th day of February, 2010.

OFFICIAL SEAL  
JEANINE T BERKOWITCH  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/11 12

*[Signature]*  
Notary Public

000863

✓ #094369  
20-

RS

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 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 fully 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 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.

**ATTACHED TO AND MADE A PART OF THE DEED IN TRUST DATED  
FEBRUARY 4, 2010 FROM ROBERT L. COMER, JR.  
TO: FIRST NATIONAL BANK OF ILLINOIS, T/U/T #6488, DATED FEBRUARY 4, 2010**

**LEGAL DESCRIPTION:**

**THE WEST 8 FEET OF LOT 35, ALL OF LOT 36, AND THE EAST 4 1/2 FEET OF LOT 37 IN  
BLOCK 2 IN FOGG AND HAMMONDS SECOND ADDITION TO HAMMOND, AS PER PLAT  
THEREOF, RECORDED IN PLAT BOOK 2 PAGE 8, IN THE OFFICE OF THE RECORDER  
OF LAKE COUNTY, INDIANA.**

**PIN: 45-03-31-376-046.000-023**

**COMMONLY KNOWN AS: 943 SIBLEY ST., HAMMOND, IN**

**TRANSFER FOR NO CONSIDERATION OR A GIFT - EXEMPT FROM SALES  
DISCLOSURE FORM**



