

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 078623

2014 DEC 10 PM 12:02

MICHAEL W. BROWN
RECORDER

INDIANA LANDTRUST COMPANY

Trustee's Deed

This Indenture Witnesseth that, the Grantor, **INDIANA LAND TRUST COMPANY**, formerly known as **LAKE COUNTY TRUST COMPANY**, not personally but as **Trustee under the provisions of a Trust Agreement dated August 18, 2010 and known as Trust No. 6139**, in Lake County, and State of Indiana, does hereby grant, bargain, sell and convey to Grantee:

Indiana Land Trust Company U/T #120064

for the sum of Zero Dollars (\$0.00) and other good and valuable consideration the following described Real Estate in the **County of Lake** and State of Indiana, to wit:

See Attached Legal Description

Key No.: 45-08-06-253-001.000-004
Commonly known as: 477 Bigger St., Gary, IN 46406

JULY ENTERED FOR PAYMENT
FINAL ACCEPTANCE FOR TRANSFER
DEC 10 2014 28718

Address of Grantee: 9800 Connecticut Drive, Suite B2-900, Crown Point, IN 46307
After recording, return deed and mail future tax statements to: 9800 Connecticut Drive, Suite B2-900, Crown Point, IN 46307

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.

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 and 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 premises 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 property, or any part thereof, to lease said property, 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 property, 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 premises or any part thereof, and to deal with said property 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 Lake County Trust Company 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 in relation to said premises, or to whom said premises 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 premises, 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 this indenture and 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 this

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By:

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PP
CK-20446

Indenture and 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.

This Deed is executed pursuant to, and in the exercise of, the power and authority granted to and vested in the said Trustee by the terms of said Deed or Deeds in Trust delivered to the said Trustee in pursuance of the Trust Agreement above mentioned, and subject to all restrictions of record.

IN WITNESS WHEREOF, the said INDIANA LAND TRUST COMPANY, formerly known as LAKE COUNTY TRUST COMPANY, as Trustee, by Richard Caprio as Trust Officer, has hereunto set its hand this 4th day of December, 2014.

INDIANA LAND TRUST COMPANY, as Trustee as aforesaid,
BY: [Signature]
Richard Caprio, Trust Officer

STATE OF INDIANA)
)
COUNTY OF LAKE)

SS: _____
the Lake County Recorder!

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Richard Caprio as Trust Officer of the INDIANA LAND TRUST COMPANY, formerly known as LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as her free and voluntary act, acting for such corporation, as Trustee.

Witness my hand and seal this 4th day of December 2014.



[Signature]
Olivia Penix, Notary Public
My Commission expires: 02-27-2020
Resident of LaPorte County, Indiana

This instrument was prepared by: Indiana Land Trust Company
I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Indiana Land Trust Company

Part of the Southwest Quarter of the Northeast Quarter of Section 6, Township 36 North, Range 8 West of the 2nd P.M., described as follows:

All of the part of said Southwest Quarter of the Northeast Quarter lying South of the South line of U.S. Highway No. 12, as the same was described by Parcel No. 12, in the Instrument of Dedication to the Public, by Gary Land Company, dated April 29, 1936 and recorded May 19, 1936, in Book 546, page 69, in the Recorder's Office of Lake County, Indiana, and lying North of the line which is 205 feet North of and parallel with the center line of 5th Avenue, in the City of Gary, Indiana, and lying East of the East line of Bigger Street as described in the Conveyance of Conditional Limitation recorded November 24, 1969, as Document No. 39748, and lying West of a line at right angles to the center line of U.S. Highway No. 12, at a distance of 1127.8 feet West of the intersection of the Center line of said U.S. Highway No. 12 with the center line of the Industrial Highway as the same was opened by the Board of Public Works of the City of Gary by Confirmatory Resolution No. 3158, adopted April 17, 1922 and recorded in Miscellaneous Record 120, page 193, in the Recorder's Office of Lake County, Indiana, all in the City of Gary, Lake County, Indiana.

