STATE OF INDIANA LAKE COUNTY FLED FOR RECORD

2015 OCT -9 AM 11: 24

MCHAEL B. BROWN RECORDER

2015 069332

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MAIL TAX BILLS TO GRANTEE'S **CURRENT STREET ADDRESS AT:**

c/o O'Donnell Homes, Ltd. P.O. Box 712 St. John, Indiana 46373

RETURN TO:

c/o O'Donnell Homes, Ltd. P.O. Box 712 St. John, Indiana 46373

LIMITED PARTNERSHIP LIMITED **WARRANTY DEED**

THIS INDENTURE WITNESSETH that F & G Investments, L.P., a Delaware limited partnership (the "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid CONVEYS unto CHICAGO TRUST COMPANY, NA, Trustee u/t/a dated October 13, 2006, known as Trust #6045 (the "Grantee"), the following described real estate in the County of Lake and Document is State of Indiana, to-wit:

> LOT 98 IN CREEKWOOD CROSSING, UNIT 2, TO THE 101, PAGE 83 IN THE LAKE COUNT RECORDER'S OFFICE.

FINAL ACCEPTANCE FOR TRANSFER

Tax Parcel No.: 45-12-18-352-007.000.030.

SUBJECT, NEVERTHELESS, TO THE FOLLOWING:

Taxes for 2015 payable in 2016 and for all years thereafter. 1.

OCT 07 2015 JOHN E. PETALAS LAKE COUNTY AUDITOR

- 2. Easements shown and granted on the Plat of Creekwood Crossing, Unit 2, recorded in Plat Book 101, Page 83 in the Lake County Records.
- Building setback lines shown and granted on the Plat of Creekwood Crossing, Unit 2, recorded in Rlat Book 104, Plage 83 in the Lake County Records. 3.

Covenants, conditions, and restrictions contained on the Plat of Creekwood 4. Crossing, Unit 2, recorded in Plat Book 101, Page 83 in the Lake County Page 1 of 4

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Records.

- 5. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in Instruments filed for record July 27, 2005, as Instrument No. 2005 062715; First Amendment recorded September 2, 2014 as Instrument No. 2014 052695, in the Lake County Records.
- 6. Assessments for expenses levied in favor of Creekwood Crossing Home Owner's Association, Inc., pursuant to the Declaration, which assessments are subordinate to the lien of any prior recorded first mortgage.
- 7. Municipal assessments, if any, assessed against the land.
- 8. Rights of the public, the State of Indiana, the County of Lake and the municipality in and to that part of the land taken or used for road purposes.
- 9. Rights of way for drainage tiles, feeders and laterals, if any.
- 10. All 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.

TO HAVE AND TO HOLD thet Real Estate with the appurtenances upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

In no case shall any party dealing with said Trustee in relation to the Real Estate, or to whom the 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 the Real Estate, or be obliged to see that the terms of the 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 the Real Estate shall be conclusive enderce 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 frust 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 attoeneficiaries 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.

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The interest of each and every beneficiary of the Trust 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 the 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 the 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, (1) the undersigned is the authorized member of F & G General Partner, LLC, the sole general partner of the Grantor, (2) she is fully empowered to execute and deliver this Deed, (3) Grantor has full capacity to convey the Real Estate; and (4) that all necessary legal action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, the Grantor aforesaid has executed and delivered this Deed this 29th day of September, 2015.

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This Document is the projector Nam Vil, Authorized the Lake County Recomment.

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STATE OF INDIANA)
) SS:
COUNTY OF LAKE	•)

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gladys R. Van Til, personally known to me to be the same person whose name is subscribed to the foregoing Deed, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Deed as her free and voluntary act, for the uses and purposes therein set forth, in her capacity as the authorized member of F & G General Partner, LLC, the sole general partner of the Grantor.

GIVEN under my hand and seal this 29th day of September, 2015.

Glenn R. Patterson, Notary Public

My Commission Expires;

November 25, 2016

his Document is Seproperty

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County of Residence:

the Lake County Recorder!

Lake

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. Glenn R. Patterson

This instrument prepared by Glenr R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, 300 East 90th Drive, Merrillville, Indiana 46410

C:\Users\ajarmula\Desktop\GRP\F&G Investments, LP\Creekwood Crossing - ODonnell - Lot 98\Deed In Trust.draft #1.rtf
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