STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2016 012719

2016 MAR - 1 PM 4: 06

MICHAEL B. BROWN RECORDER

After recording return to: Indiana Land Trust Company 9800 Connecticut Drive, Suite B2-900 Crown Point, IN. 46307

## **Deed Into Trust**

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 December 27, 2001 and known as Trust No. 5278, in Lake County, and State of Indiana

unto INDIANA LAND TRUST COMPANY, As the dated January 12, 2016, and known as Trust No. 120220, in Lake County, and State of Indiana, and State of Indiana, the sum of zero dollars (\$0.00) the following described Real Estate in the County of Lake and State in the County of Lake and State in the State in the County of Lake and State in the County of L

See Attached Legal Description

Key No.: 45-17-05-481-001.000-047

Commonly known as: 10840 Randolph Street, Crown Point, IN 46307

FINAL ACCEPTANCE FOR TRANSFER MAR 0 1 2016

JOHN E. PETALAS LAKE COUNTY AUDITOR

After recording, mail tax statements to: 5850

Address of Grantee: 9800 Connecticut Drive

rusts and for the uses and purposes herein and in said trust agreement set TO HAVE AND TO HOLD the said premises with the appurtenances upon 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 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.

011304

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By:	
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This conveyance is made upon the express understanding and condition that neither Indiana Land 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 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 bereunder 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.

IN WITNESS WHEREOF, The said INDIANALAND TRUSTPEOMPARY, formerly known as LAKE COUNTY TRUST COMPANY, as Trusted by Richard Caprio as Trust Officer, has hereunto set its hand this 12<sup>th</sup> day of January, 2016.

INDIANA LAND TRUST COMPANY, as Trustee as aforesaid,

BY

Richard Caprio, Trust Officer

STATE OF INDIANA

COUNTY OF LAKE

Before me, the undersigned, a Notary Public or and for said County and State, personally appeared Richard Caprio Trust Officer of the Indiana Land Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as his free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 12th day of January, 2016

OLIVIA PENIX
La Porte County
My Commission Expires
February 27, 2020

Olivia Penix, Notary Public LaPorte County, IN. resident

My Commission expires: 02-27-2020

This instrument was prepared by: Richard Caprio

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. Richard Caprio

## LEGAL DESCRIPTION OF LOT B1-18.

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN. IN WINFIELD TOWNSHIP, LAKE COUNTY, INDIANA, ALSO BEING A PART OF PARCEL "B" OF THE COUNTRY COMMONS PLANNED BUSINESS CENTER ZONING PLAN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 81, PAGE 25, AND CORRECTED BY PLAT OF CORRECTION RECORDED IN PLAT BOOK 86, PAGE 53, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5: THENCE NORTH 00 DEGREES 27 MINUTES 02 SECONDS EAST, 330,00 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 5 TO THE SOUTHEAST CORNER OF SAID PARCEL "B" (ALSO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED TO SPEEDWAY SUPERAMERICA, LLC IN DOCUMENT NO. 2001 096412 IN SAID RECORDER'S OFFICE). THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 50,00 FEET ALONG THE SOUTH LINE OF SAID PARCEL BY CALSO THE NORTHYLINE OF SAID SPEEDWAY PARCELLTO THE POINT OF BEGINNING! THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 250.00 FEET TO THE NORTHWEST CORNER OF SAID SPEEDWAY PARCEL; THENCE NORTH 00 DEGREES 27 MINUTES 02 SECONDS EAST. 110.00 FEET; THENCE SOUTH 90 DEGREES DO MINUTES OF SECONDS EAST, 250.00 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 02 SECONDS WEST, 110.00 FEET ALONG THE WEST RIGHT-OF-WAY OF RANDOLPH STREET (PER SAID COUNTRY COMMONS PLANNED BUSINESS CENTER ZONING PLAN) TO THE POINT OF BEGINNING, CONTAINING 0.63 ACRES, MORE CRICESS