Tax Key No: 45-07-09-204-005.000-023

2017 041367

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 JUL -5 PM 4: 03

MICHAEL B. BROW! RECORDER

RETURN TO: David W. Westland, Esq. Westland & Bennett P.C. 2929 Carlson Dr., Suite 300

HAMMOND IN 46323

USE RESTRICTION AND COVENANT

This Use Restriction and Covenant is made and entered into this _, 2017, by the Indiana Land Trust Company, formerly known as Lake County Trust Company, As TRUSTED OF TRUST NO. 1120314 DATED 10/21/16 (hereinafter the "Grantor"), as the owner of the real estate described on Exhibit "A" attached hereto (the "Encumbered Real Estate"), to and for the benefit of the City of Hammond and the Hammond Redevelopment Commission. This Document is the property of

WHEREAS, Grantor is the three of the condition of the Reap Estate described in Exhibit "A" attached hereto and made a part hereof, and desires to provide for the preservation of values and amenities in the development, and for the maintenance of the property, and to this end desires to subject the real estate described in Exhibit "A" to the covenants, conditions, and restrictions hereinafter set forth, each of which are a benefit to each lot as well as the City of Hammond and the Hammond Redevelopment Commission; and

WHEREAS, Grantor intends by this Use Restriction and Covenant to impose upon the development mutually beneficial restrictions under a general plan of improvement for the benefit of all future owners of the Real Estate and made subject to its Use Restriction and Covenant;

Now, THEREFORE, Grantor hereby declares that all the development in Exhibit "A" shall be held, sold, and conveyed, subject to the following restrictions, sovenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with, the real estate subject to this Use Restriction and Covenant, and shall be binding on all parties having right, title, or interest in the described real estate or any part thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof:

- By this Use Restriction and Covenant, Grantor hereby unconditionally and irrevocably covenants and warrants that the Encumbered Real Estate shall not be used as follows:
 - as a retail or wholesale store for the sale of fireworks: a.
 - b. as a retail store for the sale of alcohol;

JUL 05 2017

JOHN E. PETALAS LAKE COUNTY AUDITOR NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

- c. as a retail store for the sale of adult items, including but not limited to, books, entertainment items, novelties, merchandise, clothing and videos;
- d. as a retail store that advertises, specializes, or concentrates in the cost of merchandise at common prices (dollar store);
- e. as a bail bonds;
- f. as an adult entertainment or gentlemen's club as defined by Hammond Ordinances; or
- g. a retail store for the resale or consignment of goods (pawn shop/resale shop).
- 2. That the foregoing Use Restrictions and Covenants may hereafter be modified only with the express written agreement of the City of Hammond and the Hammond Redevelopment Commission.
- 3. That the foregoing restriction on the use of the Encumbered Real Estate is hereby declared to be a covenant running with the land of the Encumbered Real Estate to and for the benefit of the City of Hammond and the Hammond Redevelopment Commission, and shall be fully binding upon Grantor and its successors and assigns in title to the subject real estate.

	EOF, the Grantor	has caused this instrur	ment to be executed this day of
, 2017.			
GRANTOR:			T COMPANY, FORMERLY KNOWN AS T COMPANY, AS TRUSTEE OF TRUST
		[≈] No. 120314 DATED	

Title:

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against INDIANA LAND TRUST COMPANY formerly known as LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

In making any warranty herein the Trustee 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.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, INDIANA LAND TRUST COMPANY formerly known as LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 1st day of June, 2017.

INDIANA LAND TRUST COMPANY, formerly known as LAKE COUNTY TRUST COMPANY, not personally but as Trust every der the provisions of a Trust Agreement dated October 21, 2016 and known as Trust No. 120314.

Richard Caprio, Trust Officer

STATE OF INDIANA

) SS:

COUNTY OF LAKE

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY THAT I HAVE TAKEN REASON-ABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

PREPARED BY: Alley 3

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Caprio 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 his free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 1st day of June, 2017.

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

STATE OF INDIANA)) SS:	
COUNTY OF LAKE)	
Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Indiana Land Trust Company, formerly known as Lake County Trust Company, as Trustee of Trust No. 12031 dated 10/21/16 by, its, and acknowledged the execution of the above and foregoing Use Restriction and Covenant, to be its voluntary act and deed for the uses and purposes expressed therein.	4
Document is	
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this day of, 2017.	У
This Document is the property of	
the Lake County Recorder! , Notary Public A Resident of County	
My Commission Expires:	
CHUTCH SOLL	
This instrument prepared by: David W. Westland, #18943-64, Westland & Bennett, P.C. 2929 Carlson Drive, Suite 300, Hammond IN 46323, Phone: 219.440.7550	
SEAL MOIANALITHE	

EXHIBIT "A"

LEGAL DESCRIPTION OF ENCUMBERED REAL ESTATE

Lots 6, 7, 8, 9, and 10, Block 2; Hesselle Gardens Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 16 Page 27 in the Office of the Recorder, Lake County, Indiana.

This Document is the property of

