

91055272

MAIL TAX BILLS TO: DULY ENTERED FOR TAXATION SUBJECT TO TAX KEY NO.

Donald R. Kasper and Joann M. Kasper, Trustees

6550 Kansas Street

Hammond, IN 46323

SEP 18 1991

Parcel 1: 34-215-10

Parcel 2: 16 32 114 29

*Anna M. Anton*  
AUDITOR LAKE COUNTY

ADDRESS OF REAL ESTATE

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantors, DONALD R. KASPER and JOANN M. KASPER, Husband and Wife, of Hammond, Lake County, Indiana, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, convey and warrant to DONALD R. KASPER and JOANN M. KASPER, as Trustees, under the provisions of that certain Trust Agreement dated the 9th day of September, 1991, and known as the KASPER Living Trust, the following described real estate in Lake County, Indiana, to-wit:

PARCEL 1:

The North 28 feet of Lot 9 in Block 4 in Kaplan's Turner-Meyn Park, Hammond, as per plat thereof, recorded in Plat Book 20 page 4, in the Office of the Recorder of Lake County, Indiana, except that part of said Lot 9 described as follows: Beginning at the Northeast corner of said Lot 9; thence South along the east line of said Lot .94 feet to a point; thence West parallel with the North line of said lot, 32 feet to a point; thence West 24.08 feet to a point .84 feet South of the North line of said lot; thence West parallel to the North line of said lot to the West line of said Lot; thence North along the West line of said lot to the Northwest corner thereof; thence East along the North line of said lot to the place of beginning.

PARCEL 2:

The South 15 feet of Lot Twenty-nine (29) and that part of vacated Vine Street adjoining said Lot 29 on the South (except the South 25 feet of said vacated Vine Street), Block Two (2), The Baldwin Addition to Gary, as shown in Plat Book 10, page 35, in Lake County, Indiana.

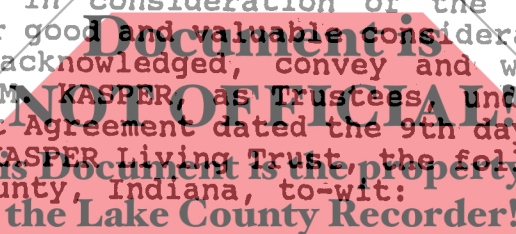
to have and to hold the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to the Trustees to improve, manage, protect and subdivide the real estate or any part thereof, to dedicate parks, streets, highways or alleys and to

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STATE OF INDIANA, IND.  
LAKE COUNTY  
FILED FOR RECORD

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vacate any subdivision or part thereof, and to resubdivide the real estate 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 the 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 the Trustees, to donate, to dedicate, to mortgage, pledge or otherwise encumber the real estate, or in any part thereof, to lease the 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 period 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 renew leases and options to purchase the whole or any part of the reversion, to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange the real estate, 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 the real estate or any part thereof, and to deal with the 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.

In no case shall any party dealing with the Trustees or any successor in trust, 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 the Trustees, or any successor in trust, 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 this Trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of the Trustees, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustees, or any successor in trust in relation to the real estate shall be conclusive evidence in favor of every person (including the Registrar of Title of the 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 by the 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 the Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that the Trustees, or any successor in trust, 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.

This conveyance is made upon the express understanding and condition that (neither) DONALD R. KASPER and JOANN M. KASPER, (jointly or individually), as Trustees, nor their successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything they or their agents or attorneys may do or omit to do in or about the real estate or under the provisions of this Deed or the Trust Agreement or any amendment thereto, or for injury to person or property happening in or about the real estate, any and all such liability being hereby expressly waived and released. Any contract obligation or indebtedness incurred or entered into by the Trustees in connection with the real estate may be entered into in the name of the then beneficiaries under the Trust Agreement as their attorney in fact, hereby irrevocably appointed for such purposes, or at the election of the Trustees, in their own name, as Trustees of an express trust and not individually (and the Trustees shall have no obligation whatsoever, with respect to any such contract, obligation or indebtedness, except so far as the Trust Property and funds in the actual possession of the Trustees 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.

The interest of each and every beneficiary hereunder and under the 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 any 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 intention hereof being to vest in DONALD R. KASPER and JOANN M. KASPER, as Trustees, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event that (either) DONALD R. KASPER and JOANN M. KASPER are unable to or refuse to act as Trustees, for any reason, then and in such event, the other shall be permitted to continue to serve as Trustee solely. In the event both DONALD R. KASPER and JOANN M. KASPER are unable to or refuse to act as Trustees, for any reason, then and in such event, CYNTHIA A. VERMEJAN shall serve as Successor Trustee. In the event DONALD R. KASPER, JOANN M. KASPER, and CYNTHIA A. VERMEJAN are unable to or refuse to act as Trustees, for any reason, then and in such event, SHARON L. GLAD shall serve as Successor Trustee.

IN WITNESS THEREOF, the Parties hereto have set their hands and seals this 9th day of September, 1991.

Donald R. Kasper  
DONALD R. KASPER

Joann M. Kasper  
JOANN M. KASPER

STATE OF INDIANA )  
                          )     SS  
COUNTY OF LAKE     )

I, GLORIA J. DENO, a Notary Public in and for said County and State, do hereby certify that DONALD R. KASPER and JOANN M. KASPER, Husband and Wife, pursuant to Trust Agreement dated September 9, 1991, personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that DONALD R. KASPER and JOANN M. KASPER signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.



GIVEN under my hand and Notarial Seal this 9th day of September, 1991.

My Commission Expires:  
11/28/93

Gloria J. Deno  
GLORIA J. DENO, Notary Public  
Resident of Lake County, Indiana

Document Prepared By: John M. O'Drobinak, Attorney at Law, 5240 Fountain Drive, Suite J, Crown Point, Indiana 46307, (219) 738-2292