

**MAIL TAX BILLS TO:**

Mr. Lloyd A. Tolley  
2252 Deerpath Drive West  
Scherville, IN 46375

**TAX KEY NO. 13-123-103**

**ONLY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER**

**JAN 30 1995**

**ADDRESS OF REAL ESTATE  
2252 Deerpath Drive West  
Scherville, IN 46375**

**SAM ORLICH  
AUDITOR LAKE COUNTY TRUST**

**MARGARETTE N. CLEVELAND  
LAKE COUNTY RECORDER  
95005591**

**STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
95 FEB - 1 AM 9 10**

**THIS INDENTURE WITNESSETH, that the Grantor, LLOYD A. TOLLEY, of Scherville 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, conveys and warrants to LLOYD A. TOLLEY, as Trustee, under the provisions of that certain Trust Agreement dated the 22nd day of December 1992, and known as the Tolley Living Trust, the following described real estate in Lake County, Indiana, to-wit:**

**Lot 9, except the South 71.20 feet (by parallel lines and as measured at right angles to the South line thereof), in Deerpath Phase 3 to the Town of Scherville, as shown in Plat Book 72, page 70 in the Office of the Recorder, Lake County, Indiana.**

**the Lake County Recorder!**

**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 Trustee to improve, manage, protect and subdivide the real estate or any part thereof, to dedicate parks, streets, highways or alleys and to 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 Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the real estate, or 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 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 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 Trustee 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 Trustee, 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,**

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necessity or expediency of any act of the Trustee, 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 Trustee, or any successor in trust in relation to the real estate shall be conclusive evidence in favor of every person (including the Recorder 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 Trustee, 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 LLOYD A. TOLLEY, as Trustee, nor his 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 Trustee 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 Trustee, in his 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.

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 LLOYD A. TOLLEY, as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event LLOYD A. TOLLEY is unable to or refuses to act as Trustee, for any reason, then and in such event, PATRICIA BARNEY shall serve as Successor Trustee. In the event LLOYD A. TOLLEY and PATRICIA BARNEY are all unable to or refuse to act as Trustee, for any reason, then and in such event, CENTIER BANK shall serve as Successor Trustee.

IN WITNESS THEREOF, the Party hereto have set his hand and seal this 17th day of January, 1995.

  
LLOYD A. TOLLEY

STATE OF INDIANA )  
 )SS  
COUNTY OF LAKE )

I, Jo Anne Palko, a Notary Public In and for said County and State, do hereby certify that LLOYD A. TOLLEY, personally known to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of January, 1995.

*Jo Anne Palko*

Jo Anne Palko, Notary Public  
Resident of Lake County, Indiana

My Commission Expires:  
04/21/98

Document is  
NOT OFFICIAL!

Document Prepared By: ~~Austgen & Goad, by David M. Austgen, Attorney at Law, 5201 Fountain Drive, Sulte A, Crown Point, Indiana 46307, (219) 769-6500.~~  
This Document is the property of  
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