

WARRANTY DEED TO TRUSTEE

THIS INDENTURE WITNESSETH, that the Grantor, DALLAS C. ECKERT and MARY A. ECKERT, his wife, of the County of St. Lucie, State of Florida, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid, receipt of which is acknowledged, grants, conveys and warrants unto MARY A. ECKERT and DALLAS C. ECKERT, as Co-Trustees of The Mary A. Eckert Intervivos Declaration of Trust dated May 8, 1995, I.D. No. 311-26-2196, Grantees, whose post office address is 9801 S. Ocean Dr., #257, Jensen Beach, FL 34957, the following described real estate in the County of Lake and State of Indiana.

95031670

Parcel I: Lots 52 and 53 in the Original Town (now City) of Hobart, as per plat thereof, recorded in Deed Record "D" page 423 in the Office of the Recorder of Lake County, Indiana, excepting therefrom the Easterly 46 feet of said Lots.

Parcel II: An Easement for ingress and egress from the public alley extending North and South along the East line of said Lot 53 across the North 42 feet 9 inches of the East 46 feet of said Lot 53 to the building located on the West 86 feet of said Lot 53 as contained in the Warranty Deed from Helen V. Mitchell, a widow and unmarried, to Albert F. Harrigan and Patricia Ann Harrigan, husband and wife, dated August 6, 1966 and recorded December 23, 1969 as Document No. 43058.

# 18-13-9

95 JUN - 5 1995

STATE OF INDIANA LAKE COUNTY FILED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER JUN 6 1995

SAM ORLICH AUDITOR LAKE COUNTY

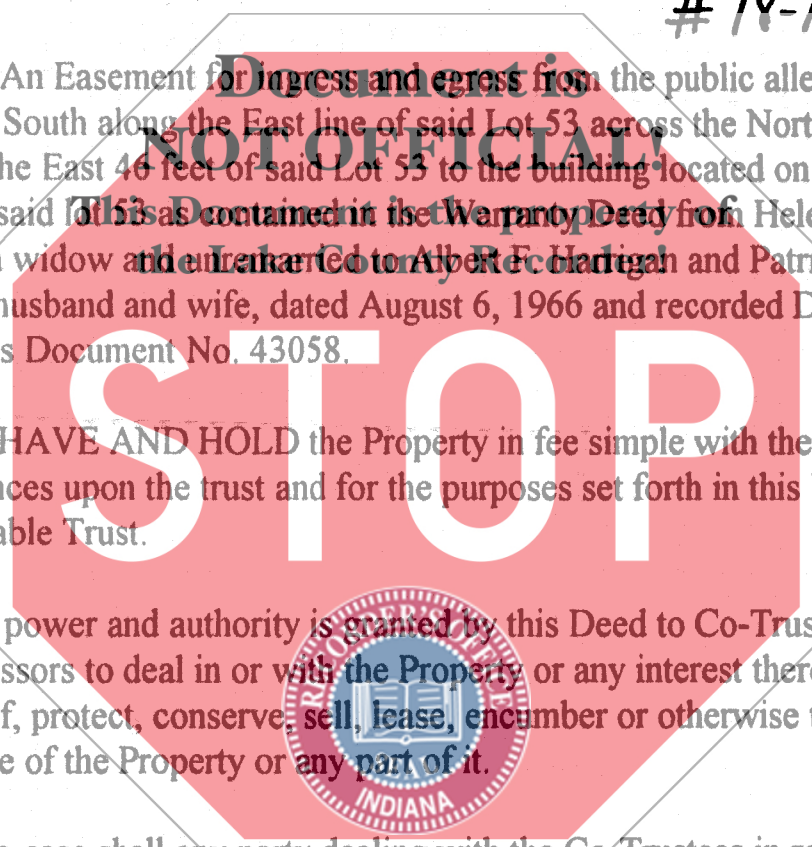
TO HAVE AND HOLD the Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Revocable Trust.

Full power and authority is granted by this Deed to Co-Trustees or their successors to deal in or with the Property or any interest therein or any part thereof, protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the Property or any part of it.

In no case shall any party dealing with the Co-Trustees in relation to the property or to whom the Property or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Co-Trustees, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, 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 the Co-Trustees, or be obliged or privileged to inquire into any of the terms of the Revocable Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Co-Trustees may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Co-Trustees in relation to the Property 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 its delivery the trust created by this Deed and by the Revocable Trust was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Revocable Trust and is binding upon all beneficiaries under those

000272

1100




instruments, (c) that Co-Trustees were 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 the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

Upon the death, disability, or resignation of the Co-Trustees, the successor trustee under the Trust referred to above shall be CARL R. ECKERT and GARY S. ECKERT as Successor Co-Trustees, hereinafter referred to as the "Successor Co-Trustees". The written acceptance by the Successor Co-Trustees, recorded among the public records in the county where the Property is located, together with evidence of the Co-Trustee's death, disability, or resignation, shall be deemed conclusive proof that the Successor Trustee provisions of the Trust have been complied with. Evidence of the Co-Trustee's death shall consist of a certified copy of the Co-Trustee's death certificate. Evidence of the Co-Trustee's disability shall consist of a licensed physician's affidavit establishing that the Co-Trustee is incapable of performing the Co-Trustee's duties as Co-Trustee of the Trust. Evidence of the Co-Trustee's resignation shall consist of a resignation, duly executed and acknowledged by the Co-Trustee. The Successor Co-Trustees shall have the same powers granted to the original Trustee set forth herein.

Any contract, obligation or indebtedness incurred or entered into by the Co-Trustees in connection with the Property may be entered into by them in the name of the then beneficiaries under the Revocable Trust, as their attorney in fact, by this Deed irrevocably appointed for the purpose, or at the election of Co-Trustees, in their own name as Co-Trustees of an express trust and not individually and Co-Trustees shall have no obligation whatsoever with respect to any such contract, obligations or indebtedness except only as far as the trust property and funds in the actual possession of Co-Trustees shall be applicable for their payment and discharge, and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of filing for record of this Deed.

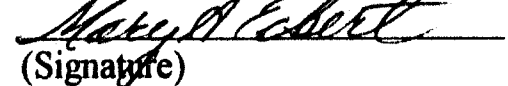
And the Grantor by this Deed fully warrants the title to the above-described real estate and will defend the title against the lawful claims of all persons whomsoever. "Grantor", "Grantee", "Trustee" and "Beneficiary" are used for singular and plural, as context requires. Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa in any place or places in which the context may require such substitution or substitutions.

Dated this 2nd day of June, 1995.



Dallas C. Eckert

(Printed Name)



Mary A. Eckert

(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

STATE OF INDIANA  
COUNTY OF LAKE SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 2<sup>nd</sup> day of June, 1995, personally appeared: DALLAS C. ECKERT AND MARY A. ECKERT and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: June 29, 1997

Signature



Resident of Lake County

Printed: Ervin C. Carstensen, Notary Public

This instrument prepared by Ervin C. Carstensen, 503 Main St, Hobart, Indiana, Attorney At Law

Attorney identification No. 3141-45

