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DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

#483173  
LD

DEED IN TRUST

NOV 1 1995

(2)

**SAM ORLICH  
AUDITOR LAKE COUNTY**

THIS INDENTURE WITNESSETH, THAT THE SETTLOR, Ralph R. Tomlinson and Diane McVay, Joint Tenants with the Right of Survivorship, of the County of Lake, and State of Indiana, for and in consideration of the sum of Ten (\$10.00) Dollars, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys and Quit Claims unto Ralph R. Tomlinson, as Trustee under the provisions of a certain trust Agreement, entitled the *RALPH R. TOMLINSON LIVING TRUST*, dated the *24<sup>th</sup>* of *August*, the following described real estate in the County of Lake, State of Indiana, to

Lot 5 in Miller's Central Addition, Hammond, as per Plat thereon recorded in Plat Book 18, Page 12, in the Office of the Recorder of Lake County, Indiana.

Property Address: 7013 Marshall, Hammond, Indiana. 46323

Permanent Real Estate Index Number: 35-925

TO HAVE AND TO HOLD the real estate with its appurtenance upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

Full power and authority is hereby granted to said Trustee to subdivide and resubdivide the real estate or any part thereof; to dedicate parks, streets, highways or alleys and to vacate any subdivision of part thereof; to execute contracts to sell or exchange, or execute grants of options to purchase, to execute contracts 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 praesentior 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 99 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 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, 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 instrument is being re-recorded to correct the acknowledgement portion.

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Chicago Title Insurance Company

AUG 27 12 38 PM '95  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
RECORDED  
DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

AUG 27 1995

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

95NOV 15 11 58 AM '95  
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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 in interest in the earnings, avails and proceeds thereof, as aforesaid, the intention hereof being to vest in Ralph R. Tomlinson, as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

IN WITNESS THEREOF, the Settlor, Ralph R. Tomlinson, aforesaid has hereunto set his hand and seal this 24<sup>th</sup> day of August, 1993.

Ralph R. Tomlinson (SEAL)  
Ralph R. Tomlinson

Diane McVay (SEAL)  
Diane McVay

MAIL DEED TO:

Ralph R. Tomlinson, TTEE  
7013 Marshall  
Hammond, IN 46323

SEND TAX BILLS TO:

Ralph R. Tomlinson, TTEE  
7013 Marshall  
Hammond, IN 46323

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**STOP**

STATE OF INDIANA

SS:

COUNTY OF LAKE

I, CLARENCE HARVEY, a Notary Public in and for said County and State, do hereby certify that Ralph R. Tomlinson \*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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. \* and Diane McVay, Joint Tenants with Rights of Survivorship

GIVEN under my hand and Notarial Seal this 24<sup>th</sup> day of August, 1993.

Clarence Harvey  
Notary Public, Resident of Lake County  
Clarence Harvey

My Commission Expires:

Dec. 16, 1993

This instrument was prepared by attorney Clarence Harvey