Tax Key No.

DEED INTO TRUST

THIS INDENTURE WITNESSETH that PHILLIP H. FALLS, of Lake County, State of Indiana ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, convey and transfer to Phillip H. Falls, as Trustee of the Phillip H. Falls Revocable Living Trust U/T/A dated November , the following described real estate in Lake County, Indiana, to-wit:

The Easterly 5 feet by parallel lines of Lot 89, and Lot 90 excepting therefrom the Easterly 5 feet by parallel lines in Beverly fifth Addition, in the City of Hammond, as per plat thereof, recorded in Plat Book 29 page 8, in the Office of the Recorder of Lake County, Indiana.

In the event of the resignation or incapacity of Phillip H. Falls, as Trustee, then Charles Wilson, as successor Trustee, or any other successor Trustee, shall become without any further act, deed or conveyance vested with all the title, right and interest in and to the real estate herein described. Full power and authority is hereby granted to said Trustee and to said Trustee's successor and successors in trust to mortgage, sell and convey such real estate.

In no case shall any party dealing with such Trustee in relation to the real estate or to whom the real estate or any part thereof shall be sold or conveyed be obliged to see that the terms of the Trust Agreement have been complied with, or be obliged to inquire into the 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, or other instrument executed by the Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance or other instrument:

- (a) That at the time of the delivery thereof the trust created by the Trust Agreement was in full force and effect;
- (b) That such conveyance or other instrument was executed in accordance with the conditions and limitations contained in this deed and in the Trust Agreement or in any amendment thereof and binding upon all beneficiaries thereunder;
- (c) That the Trustee or his successor or successors in trust were duly authorized and empowered to execute and deliver every such deed, trust deed or other instrument; and
- (d) If the conveyance is made by or to a successor or successors in trust, that such successor or successor in trust have been properly appointed and are fully vested with all of the title, estate, rights, powers, authorities, duties and objections of its, his or their predecessors in trust.

Neither the Trustee nor his successor or successors in trust shall be personally liable upon any conveyance of the estate, either by deed or mortgage. Any successor Trustee shall possess all of the powers herein granted to the original Trustee in the absence, death or inability to act on the part of such Trustee shall be conclusive evidence of such Trustee's authority to execute such deed or mortgage.

IN WITNESS WHEREOF, the Grantor has set his hand and seal this 8th day of Kovember

PHILLIP H. FALLS

STATE OF INDIANA)

)SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared phillip H. Falls, who acknowledged his execution of the foregoing Deed into Trust as his voluntary act and deed for the uses and purposes therein set forth.

hovember

GEORGE W. CARBERRY, Notary Public

My Commission Expires:

Resident of Porter County, Indiana

000763

4/9/99

This Instrument prepared by George W. Carberry, Attorney at Law, 15 N. Franklin Street, Suite 200, Valparaiso, Indiana 46383

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