

MAIL TAX BILLS TO:
JOSEPH H. ROSLOFF and RUTH ROSLOFF, Trustees
5025 B Spinnaker
Crown Point, Indiana

TAX KEY NO. 10-0097-0006

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

ADDRESS OF REAL ESTATE
5025 B Spinnaker
Crown Point, Indiana 46307

FEB 27 1995

DEED IN TRUST
SAM ORLICH

AUDITOR LAKE COUNTY

THIS INDENTURE WITNESSETH, that the Grantors, JOSEPH H. ROSLOFF and RUTH ROSLOFF, Husband and Wife, of Crown Point, 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 JOSEPH H. ROSLOFF and RUTH ROSLOFF, as Trustees, under the provisions of the ROSLOFF LIVING TRUST, Dated February 15, 1996, the following described real estate in Lake County, Indiana, to-wit:

Unit 5025-B, Building 3, Lake Holiday Condominium, a horizontal property regime, as per Declaration recorded September 18, 1981 as Document Number 664346 and amended by First Amendment to Declaration recorded September 10, 1982 as Document Number 677329 and as amended by Second Amendment recorded February 27, 1989 as Document Number 038016 and as re-recorded on June 1, 1989 as Document Number 039603 and as amended by Fourth Amendment recorded September 26, 1989 as Document Number 059778 and as amended by Fifth Amendment to Declaration recorded February 9, 1990 as Document Number 083896 and as amended by Sixth Amendment dated April 13, 1990 and recorded April 20, 1990 as Document Number 096200 and as amended by Seventh Amendment dated September 26, 1990 and recorded October 1, 1990 as Document Number 126504 and as amended by Certificate of Correction dated October 5, 1990 and recorded October 5, 1990 as Document 127542 and as amended by Eighth Amendment to Declaration dated March 21, 1991 and recorded March 26, 1991 as Document Number 91013792 in the Recorder of Deeds of Lake County, Indiana, together with undivided interest in the common areas appertaining thereto and garage number 5 and 6,

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

The Trustees shall have full power and authority 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 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 the 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 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

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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 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 the 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 is 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 the 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 JOSEPH H. ROSLOFF and RUTH ROSLOFF, individually, or 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 names, 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 only 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 JOSEPH H. ROSLOFF and RUTH ROSLOFF, as Trustees, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event either JOSEPH H. ROSLOFF or RUTH ROSLOFF is unable or refuses to act as Trustee, for any reason, then the other shall be permitted to continue to serve as Trustee solely. In the event both JOSEPH H. ROSLOFF and RUTH ROSLOFF are unable or refuse to act as Trustee, for any reason, then the following individuals shall serve as Successor Trustees, in successive order:

ROBIN P. GREEN
CARY S. ROSLOFF

IN WITNESS THEREOF, the Parties hereto have set their hands and seals on February 15, 1996.



JOSEPH H. ROSLOFF



RUTH ROSLOFF

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

I, Gloria J. O'Drobinak, a Notary Public in and for said County and State, do hereby certify that JOSEPH H. ROSLOFF and RUTH ROSLOFF, Husband and Wife, personally known to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal on February 15, 1996.

My Commission Expires:
11-28-97



Gloria J. O'Drobinak, 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