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STATE OF INDIANA  
LAKE COUNTY  
RECORDS & DEEDS

2000 JAN 14 AM 11:00

RECORDS & DEEDS

**MAIL TAX BILLS TO:**  
MARY ANN WILCZYNSKI  
6567 Ellsworth Place  
Merrillville, IN 46410

**RETURN TO:**

JAMES W. MARTIN  
8585 Broadway, Suite 660  
Merrillville, IN 46410

### DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantors, **EUGENE J. WILCZYNSKI and MARY ANN WILCZYNSKI, husband and wife**, of Lake County, Indiana, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to **MARY ANN WILCZYNSKI, as Trustee**, of Lake County, Indiana, under the provisions of the **Mary Ann Wilczynski Trust Agreement dated December 15, 1999**, the following described real estate in Lake County, Indiana, to-wit:

Lot 9 and Lot 10, except the East 100 feet and the North 40 feet thereof in Kuehls Acres, as shown in Plat Book 22, page 40, Lake County, Indiana; and also a part of the Northwest Quarter of the Southwest Quarter of Section 21, Township 35 North, Range 8 West of the 2<sup>nd</sup> P.M., more particularly described as: Beginning at the Southeast corner of said Quarter-Quarter section; thence West 265.96 feet along the South line of said Quarter-Quarter Section; thence North to the Southwest corner of said Lot 9 in Kuehls Acres; thence East 265.96 feet along the South line of said Lots 9 and 10 in Kuehls Acres to a point on the East line of said Quarter-Quarter section; thence South along the East line of said Quarter-Quarter section to the place of beginning, excepting the East 100 feet thereof in Lake County, Indiana, commonly known as 1205 West Lincoln Highway, Crown Point, Indiana.

**Tax Key Numbers:** 15-120-19 and 46 and 15-78-9 and 10

**Common Address:** 1205 West Lincoln Highway, Crown Point, Indiana 46307

Subject to:

1. All unpaid taxes and assessments
2. All covenants, easements and restrictions of record
3. All legal highways of record

to have and to hold the said real estate with the appurtenances, upon the trust, 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 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 in 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 the present or in the future, 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.

DULY ENTERED FOR TRANSFER  
FINAL ACCEPTANCE FOR TRANSFER

JAN 14 2000

PETER BENJAMIN  
LAKE COUNTY AUDITOR

00718

19.00

E.P.

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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 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, her or their predecessor in trust.

This conveyance is made on the express understanding and condition that **MARY ANN WILCZYNSKI**, individually, as Trustee, or her successor or successors in trust shall not 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 by the Trustee 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 elections of the Trustee, in the Trustee's 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 to vest in **MARY ANN WILCZYNSKI**, as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

Upon **MARY ANN WILCZYNSKI**'s resignation as Trustee, death, legal disability or inability to manage her affairs, **EUGENE J. WILCZYNSKI** is appointed Trustee of the trusts established under said Trust Agreement. If **EUGENE J. WILCZYNSKI** is removed (and the Settlor of said Trust Agreement chooses not to serve as successor Trustee), dies, resigns, is under a legal disability, is unable to manage his affairs, or is otherwise unable or refuses to serve as Trustee, **JAMES W. MARTIN** is appointed Trustee of the trusts established under said Trust Agreement. If **JAMES W. MARTIN** is removed (and the Settlor of said Trust Agreement chooses not to serve as successor Trustee), dies, resigns, is under a legal disability, is unable to manage his affairs, or is otherwise unable or refuses to serve as Trustee, **LINDA J. WILCZYNSKI** is appointed Trustee of the trusts established under said Trust Agreement. If **LINDA J. WILCZYNSKI** is removed (and the Settlor of said Trust Agreement chooses not to serve as successor Trustee), dies, resigns, is under a legal disability, is unable to manage her affairs, or is otherwise unable or refuses to serve as Trustee, **ROBERT E. WILCZYNSKI** is appointed Trustee of the trusts established under said Trust Agreement. Other than for the legal disability of an individual trustee, which shall be determined by a Court having jurisdiction over that person, the determination as to an individual trustee's inability to manage his or her affairs at any time shall be made in writing by that person's physician, and the successor Trustee may rely upon written notice of that determination. Any successor Trustee shall automatically assume the position of Trustee upon the signing of an oath and acceptance without the necessity of any court order or approval of the same. The Settlor of said Trust Agreement reserves the right to remove the Trustee from the office of Trustee and to serve as successor Trustee.

IN WITNESS WHEREOF, we have signed this Deed in Trust this 16<sup>th</sup> day of January, 2000.

Eugene J. Wilczynski  
EUGENE J. WILCZYNSKI

Mary Ann Wilczynski  
MARY ANN WILCZYNSKI

STATE OF INDIANA )  
COUNTY OF LAKE )

The undersigned, a Notary Public in and for said County and State, does hereby certify that EUGENE J. WILCZYNSKI and MARY ANN WILCZYNSKI, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 16 day of January, 2000, and acknowledged they signed, sealed and delivered the said instrument as their free and voluntary act, for the use and purposes therein set forth.

My Commission Expires:  
March 13, 2007

Barbara L. Janke  
Barbara L. Janke, Notary Public  
Resident of Lake County, Indiana

THIS INSTRUMENT PREPARED BY: James W. Martin, Attorney at Law, 8585 Broadway, Suite 660, Merrillville, Indiana 46410.

