

2

STATE OF INDIANA
LAKE COUNTY
FILED FEB 16 2000

2000 010938

2000 FEB 16 AM 10:57

MORRIS W. CARTER
RECORDER
EXEMPT TRANSFER
TAX KEY NO. 14-264-50

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantors, Norman Shneider and Adeline K. Shneider, husband and wife, of Lake County, 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 Norman Shneider and Adeline Shneider as Trustees of the Norman Shneider and Adeline Shneider Revocable Trust dated August 21, 1997 and known as the "Norman Shneider and Adeline Shneider Revocable Trust dated August 21, 1997" the following described real estate in Lake, Indiana, to-wit:

Unit I-E, in Building No. 9, Meadow Lake Condominium, a Horizontal Property Regime, as created by the Declaration of Condominium recorded March 5, 1997, as Document Nos. 97014095 and 97014096, as amended by the First Amendment to the Declaration of Condominium recorded October 23, 1997, as Document Nos. 97072163 and 97072164, as amended by the Second Amendment To The Declaration Of Condominium, recorded December 4, 1997, as Document Nos. 97082898 and 97082899, and as amended by the Third Amendment To The Declaration Of Condominium recorded January 14, 1999, as Document Nos. 99003263 and 99003269, and as amended by the Fourth Amendment To The Declaration Of Condominium, recorded July 7, 1999, as Document Nos. 99056378 and 99056375, and the undivided interest in the common elements appertaining thereto.

Commonly known as: 902 Swan Drive, Dyer, Indiana

subject to all mortgages and liens of record, to have and to hold the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth. As used herein, the term "Trustee" shall refer to the initial Co-Trustees and any successor Trustees and Co-Trustees and for purposes of simplicity, male singular pronouns may be used herein in reference to the Trustee.

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 and to grant options to purchase, to sell on any terms, to convey the real estate 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 presently 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.

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,

NOT TO BE ENTERED FOR TAXATION SUBJECT TO
RECORDING ACCEPTANCE FOR TRANSFER.

00800

FEB 16 2000

MORRIS W. CARTER
LAKE COUNTY AUDITOR

16.00
2.00
5342

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 his, her, its or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Norman Shneider or Adeline Shneider as Co-Trustees, nor their successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything he or his 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 in the name of the then beneficiaries under the Trust Agreement as his attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in his 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 being to vest in Adeline Shneider as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event Adeline Shneider or Norman Shneider are unable to or refuse to act as Co-Trustee, for any reason, then and in such event, the remaining Co-Trustee shall serve as sole Successor Trustee. In the event both Co-Trustees are unable to or refuse to act as Trustee, for any reason, then and in such event, Ruth Brown shall serve as sole Successor Trustee. In the event Ruth Brown is unable to or refuses to act as Trustee, for any reason, then and in such event, David Shneider shall serve as sole Successor Trustee. Further successor trustees are identified in the Trust Agreement and the terms of said agreement are incorporated herein by reference.

IN WITNESS THEREOF, the Parties hereto have set their hands and seals this 24th day of January, 2000.

Norman Shneider
Norman Shneider
Adeline K. Shneider
Adeline K. Shneider

State of Indiana)
County of Lake) SS:



BEFORE ME, the undersigned, a Notary Public in and for said County and State, this 24th day of January, 2000, personally appeared Norman Shneider and Adeline K. Shneider, husband and wife, and acknowledged the execution of the foregoing deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

William I. Fine
WILLIAM I. FINE, Notary Public

My Commission Expires: 2-4-07
Resident of LAKE County

This instrument prepared by William I. Fine, 2833 Lincoln Street, Suite F, Highland, Indiana. 46322

MAIL TAX BILLS TO: NO CHANGE

MAIL DEED TO: William I. Fine, 2833 Lincoln Street, Suite F, Highland, Indiana 46322

↗