STATE OF INDIANA **LAKE COUNTY** FILED FOR FILCOPD

## 2000 054321 TRUST AUG -2 AM 8: 47

Grantors, GERALD H. DYKSTRA and MIRIAM DYKSTRA, of Lake County, Indiana, for and in consideration of One Dollar and other good and valuable consideration, conveys and warrants unto GERALD H. DYKSTRA, as Trustee under the provisions of a trust agreement dated \_\_\_\_\_\_\_\_, 2000, the following the county Indiana. described real estate in Lake County, Indiana:

Lot 12, Fair Oaks Manor, an addition to the town of St. John, as shown in Plat Book 76, Page 25, in Lake County, Indiana.

Subject to:

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

1. General taxes for 2000 and thereafter;

Rights of the public for highway purposes; 2.

3. Easements, covenants and restrictions of record;

Unrecorded easements for drainage ditches and title drains;
A life estate in Gerald H. Dykstra and Mariam Dykstraterise.

TO HAVE AND TO HOLD the premises with the appurtenances upon the trus is and COUNTY AND TOR purposes set forth in this Deed in Trust and in the Trust Agreement. the Lake County Recorder!

Full power and authority is granted to the Trustees to improve, manage, protect and subdivide the premises or any part of it, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part, and to resubdivide the property 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 premises or any part to the successors in trust and to grant to such 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 property, or any part of it, to lease said property, 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 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 lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange the property, or any part, 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 premises or any part, and to deal with the property and every part of it 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 hereafter.

In no case shall any party dealing with the Trustees in relation to the premises, or to whom the premises or any part shall be conveyed, contracted to be sold, leased or mortgaged by the Trustees be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 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 the trust created by this Deed in Trust 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 Deed in Trust and in the Trust Agreement or in some amendment to it and binding upon all beneficiaries, (c) that the Trustees were 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 à 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.

The interest of each and every beneficiary 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 other disposition of the real estate, and such interest is 01908

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In Witness, the grantors have executed this Deed in Trust on Miriam Dykstr STATE OF ILLINOIS ) SS. **COUNTY OF COOK** , a Notary Public in and for that County, in the State of Illinois, certify that Gerald H., Dykstra and Miriam Dykstra, personally known to me to be the same persons whose names are 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 therein set forth. GIVEN under my hand and notarial seal on "OFFICIAL SEAL" PAULA J. JANIK Notary Public, State of Illinois My Commission Expires Feb. 28, 2001 James E. Molenaar, 3546 Ridge Road, Lansing, IL 60438 This document prepared by: Send Subsequent Tax Bills To: Mail to: James E. Molenaar Gerald H. Dykstra 3546 Ridge Road 8675 Fair Oaks Lane St. John, IN 46373 Lansing, IL 60438

declared to be personal property, and no beneficiary 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.