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Mail Tax Bill To: Eugene J. and Jan M. Pazdur P.O. Box 2153 Hammond, IN 46323 Kennedy Avenue Tax I.D. No. <u>35-83-4</u>

70109

DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantors, Eugene J. Pazdur and Jan M. Pazdur, husband and wife, of the County of Lake and State of Indiana, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby convey and warrant to:

EUGENE J. PAZDUR AND JAN M. PAZDUR, AS CO-TRUSTEES UNDER THE PROVISIONS OF THE EUGENE J. PAZDUR AND JAN M. PAZDUR JOINT DECLARATION OF TRUST DATED JANUARY 16, 2002.

the following described real estate in Lake County, State of Indiana, to-wit:

Lot 5 in Forest View, in the City of Hammond, as per plat thereof, recorded in Plat Book 19 page 8, in the Office of the Recorder of Lake County, Indiana, except that part of said lot taken for widening 21st Avenue, now 173rd, pursuant to Confirmatory Resolution # 1285.

(Commonly known as 225 173rd Street, Hammond, Indiana 46324.)

and

Lots 4 and 5 in Block 2 in Midway Gardens Addition, in the City of Hammond, as per plat thereof, in Plat Book 16, page 12, in the Office of the Recorder of Lake County, Indiana.

(Commonly known as 6712 Kennedy Avenue, Hammond, Indiana 41323)

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.

FULL power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said 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 said 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 said Trustee, to donate, to dedicate, to mortgage pledge or otherwise encumber said real estate, or any part thereof, to lease said 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 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, to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said 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 said real estate or any part thereof, and to deal with said 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 said Trustees or any successor in trust, in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contract to be sold, leased, or mortgaged by said Trustees, or any successor in trust, be obliged to see to the application of any purchase money, rent or money

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borrowed or advanced on said 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 said Trustee or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee, or any successor in trust in relation to said real estate shall be conclusive evidence in favor of every person (including the Recorder of Lake 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 said 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 said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder
- (c) that said 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 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 or its, his or their predecessor in trust.

In the event of the absence, death or inability to act, of either Co-Trustee, the other Co-Trustee shall serve as sole Trustee. In the event of the death or inability to act of both Co-Trustees, their son, Eugene I, A. Pazdur shall become successor Trustee in their place. In the event of the death or inability to act of both Co-Trustees and their son, Eugene J. A. Pazdur, then the Co-Trustees' daughter, Melissa M. Pazdur, shall become successor Trustee. Any conveyance or mortgage by such successor trustee shall be conclusive evidence of his or her authority to execute the same.

IN WITNESS WHEREOF, the grantors aforesaid have hereunto executed this Deed in Trust this day of January, 2002.

Eugene J. Pazdur

SS:

COUNTY OF LAKE

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STATE OF INDIANA

I, Timothy P. Galvin, Jr. a Notary Public in and for said county, in the State aforesaid do hereby certify that Eugene J. Pazdur and Jan M. Pazdur personally known to me to be the 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 same instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _\(\begin{aligned} \pm\psi\\ \pm\end{aligned}\) day of January, 2002.

Notary Public

: 10/25/2006 Indiana

> This Instrument Prepared By: Timothy P. Galvin, Jr., Attorney at Law, Locke Reynolds Galvin, 5231 Hohman Avenue, Hammond, IN 46320