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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2002 MAY 15 AM 10:30

WARRANTY DEED MORRIS W. CARTER
RECORDER

THIS INDENTURE WITNESSETH that JAMES R. NICHOLS and MARTHA A. NICHOLS, husband and wife, of Lake County, Indiana, conveys and warrants to:

JAMES R. NICHOLS and MARTHA A. NICHOLS, Trustees of the NICHOLS FAMILY TRUST dated April 17, 2002

MAIL TAX BILLS TO: 330 South Virginia
Hobart, IN 46342

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, the following described property situated in Lake County, Indiana, to-wit:

Lot 36 in Wildwood on the Lake, in the City of Hobart, as per plat thereof, recorded in Plat Book 31, page 44 in the Office of the Recorder of Lake County, Indiana (commonly known as 330 South Virginia Street, Hobart, Indiana 46342)

SUBJECT TO: LIFE ESTATE OF JAMES R. NICHOLS and MARTHA A. NICHOLS
Taxes, easements, covenants and restrictions of record.
Any state of facts which an accurate survey would reveal.

Full power and authority is hereby granted to said Trustees or their Successors to improve, manage, and protect said premises, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises 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 Trustees or their Successors, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms for any period or periods of time, not exceeding 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 exchange said property for other property, real or personal, to grant charges of any kind, to release, convey or assign any right, title or interest in said premises, and to deal with said premises 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 their Successors in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustees or their Successors, be obligated to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustees or their Successors 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 Trustees or their Successors in relation to the premises 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 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 ~~and in said Trust Agreement~~ ^{DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE BY SUCCESSORS} and binding upon all beneficiaries thereunder, (c) that said Trustees or their Successors were duly authorized and

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PETER BENJAMIN
LAKE COUNTY AUDITOR

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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 or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 said property, 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 said premises as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

IN WITNESS WHEREOF, the Grantors have executed this Deed on this 17th day of April, 2002.

James R. Nichols
JAMES R. NICHOLS

Martha A. Nichols
MARTHA A. NICHOLS

STATE OF INDIANA)
)
COUNTY OF PORTER)

SS: **Document is NOT OFFICIAL!**

Before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared JAMES R. NICHOLS and MARTHA A. NICHOLS, husband and wife, and acknowledged the execution of the foregoing Deed.

WITNESS my hand and Notarial Seal this 17th day of April, 2002.

My Commission Expires:
September 17, 2007

Terry K. Hiestand
TERRY K. HIESTAND, Notary Public
Resident of Porter County, Indiana

THIS INSTRUMENT PREPARED BY:

TERRY K. HIESTAND, Atty #7507-64
117 Broadway
Chesterton, IN 46304