## <u>INDIANA FULL POWER</u> WARRANTY DEED IN TRUST FROM INDIVIDUALS TO INDIVIDUAL TRUSTER 2 113547 **OF LIVING TRUST**



2007 DEC 10 77 9: 29

MORIOS I GARLEN

THIS INDENTURE WITNESSETH that the Grantors ARTHUR MASCARELLO and DEBORAH MASCARELLO, husband and wife, of Crown Point, Indiana for and in consideration of \$10.00 Dollars, and other good and valuable consideration in hand paid, Convey and Warrant unto ARTHUR MASCARELLO, as Trustee of the ARTHUR MASCARELLO LIVING TRUST #M1-3477-00 dated 4/24/00, the Indiana real estate described in the legal description Rider attached hereto, which is incorporated herein by reference, This Document is

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

This Conveyance is SUBJECT TO:

- The retention by Grantors of a life estate interest in the said real estate; 1. 2.
- Conditions, restrictions, covenants and easements of record; 3.
- Mortgages and liens, if any; and
- Real estate taxes and assessments not yet due and payable. 4.

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

> -- TER BENJAMIN LAKE COUNTY AUDITOR

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said 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 said premises 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 property, or any part thereof, to lease said property, 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 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 said property, or any part thereof, for other real or personal property, to grant

000653

42-23 4/20/01

easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property 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.

This conveyance is made upon the express understanding and condition that neither said Trustee, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said 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 said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its 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 with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with said trustee 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 trustee, be obliged 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 this trust have been complied with, or be obliged to inquire into the 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 in relation to said 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 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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 or their

In Witness Whereof, the Grantors aforesaid have hereunto set the Grantors' hands and seals this date.

DATED: <u>10/17/02</u>

X Michar mascuslesseal)
ARTHUR MASCARELLO

DEBORAH MASCARELLO

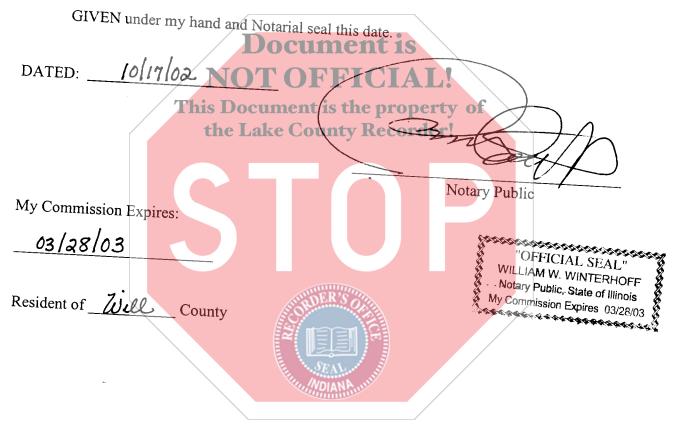
# Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!



STATE OF <u>Illinois</u> COUNTY OF Will ) SS.

I, William W. Winterloff a Notary Public in and for said County, in the State aforesaid, do hereby certify that ARTHUR MASCARELLO and DEBORAH MASCARELLO, husband and wife, 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 said Grantors signed, sealed and delivered the said instrument as said Grantors free and voluntary act,



Mail to and this instrument was prepared by:

William W. Winterhoff Winterhoff & Associates Ltd. 3546 Ridge Road

Lansing, IL 60438

Telephone: 708-895-2800

# LEGAL DESCRIPTION RIDER TO DEED

#### **DATED 10/17/02**

### 1. <u>LEGAL DESCRIPTION</u>

- 2. <u>KEY #</u>
- 3. PROPERTY ADDRESS 1811 Forest Lane 3286 RUSTIC Lane Crown Point, Indiana 46307
- 4. SUCCESSOR TRUSTEES
  This Document is the property of

In the event the trustee named herein fails or ceases to act as such, then, and in that event, the following successor trustees in the order named shall act:

