

3

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 012310

2004 FEB 12 10 16 AM

MAIL TAX BILLS TO:  
Janet L. Maginot, 9911 Joliet St.  
St. John, IN 46373

MOORE TAX KEY NO: 22 12 0135 0022

**DEED IN TRUST**

**THIS INDENTURE WITNESSETH**, that the **Grantor, JANET L. MAGINOT**, of **St. John, Lake County, Indiana**, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, **conveys and warrants to JANET L. MAGINOT** for her natural life, with the remainder to **JANET L. MAGINOT** as Trustee or her successors in Trust, under the provisions of that certain Trust Agreement dated **January 26, 2004** and known as the **REVOCABLE TRUST OF JANET L. MAGINOT**, the following described real estate in Lake County, Indiana, to-wit:

Lot 44 in Clarmonite Ridge Unit No. 1, in the Town of St. John as recorded in Plat Book 69, Page 2. **DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER**

Commonly known as: 9560 - 96<sup>th</sup> Place, St. John, IN 46373

FEB 6 2004

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.

**STEPHEN R. STIGLICH**  
**LAKE COUNTY AUDITOR**

**NOT OFFICIAL!**  
**This Document is the property of**  
**the Lake County Recorder!**

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, to grant options to purchase, to sell on any terms, to convey either 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 in any part thereof, to lease the 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 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 of 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.

000461

18-  
BY SC  
3-0v


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 mortgages 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 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, 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither **JANET L. MAGINOT**, individually, as Trustee, nor her successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything she or her 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 their attorney in fact, hereby irrevocably appointed for such purposes, or at the election of the **Trustee**, in her 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 **REVOCABLE TRUST OF JANET L. MAGINOT**, as beneficiary, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event that **JANET L. MAGINOT** is unable to or refuse to act as **Trustee**, for any reason, then and in such event, **HELEN JAKEWAY** shall serve as Successor Trustee.

**IN WITNESS WHEREOF**, the party hereto has set her hand and seal this 26<sup>th</sup> day of January , 2004.


  
\_\_\_\_\_  
**JANET L. MAGINOT**

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

I, **KATHLEEN M. WALSH**, a Notary Public in and for said County and State, do hereby certify that **JANET L. MAGINOT** personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the use and purpose therein set forth.

GIVEN under my hand and Notarial Seal this 26<sup>th</sup> day of January, 2004.

County of Residence: Lake  
My commissions Expires: 9/17/2008

  
\_\_\_\_\_  
**KATHLEEN M. WALSH**, Notary Public

