

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 040871

2004 MAY 18 AM 10:36

MORRIS W. LAMER  
RECORDER

TAX KEY NO. 009-12-14-0131-0007

**MAIL TAX BILLS TO:**

Karl J. Tomky, Trustee  
849 Harrison  
Dyer, Indiana 46311

**ADDRESS OF REAL ESTATE**  
849 Harrison  
Dyer, Indiana 46311

**DEED IN TRUST**

THIS INDENTURE WITNESSETH, that the Grantor, Karl J. Tomky of Dyer, Indiana, who hereafter reserves a life estate unto himself, 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, conveys and warrants to Karl J. Tomky, as Trustee, under the provisions of the TOMKY LIVING TRUST, dated March 30, 2004, the following described real estate in Lake County, Indiana, to-wit:

See attached legal description,

to have and to hold the said real estate with all improvements, upon the trusts, and for the uses and purposes set forth herein and in the Trust Agreement.

Grantor hereby reserve unto himself, a life estate in and to the profits, use and possession of the above described real estate for the rest of his life.

The Trustee shall have full power and authority 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 the 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 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

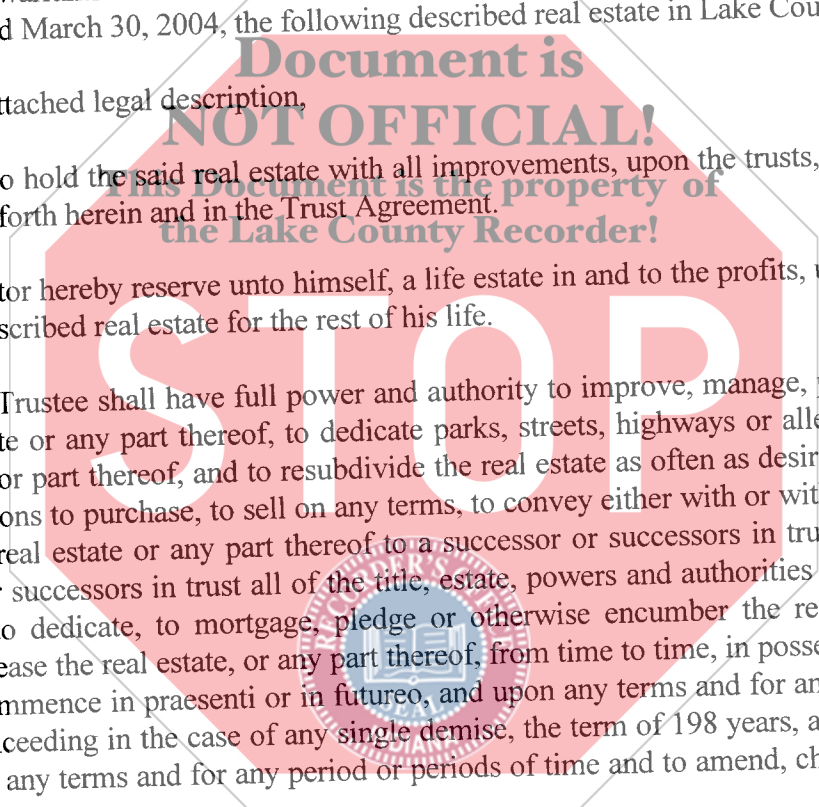
DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

MAY 14 2004

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

001119

22.00  
XP  
K1780



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 or 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.

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 mortgaged 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 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 the conveyance or other instrument executed in accordance with the trusts, conditions and limitations contained in this Indenture and the Trust Agreement or in all amendments thereof, if any, and is 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 the 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 Karl J. Tomky, individually, or as Trustee, nor his successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything they or their 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 his 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 Karl J. Tomky, as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event Karl J. Tomky is unable or refuses to act as Trustee, for any reason, then the following individuals shall serve as Successor Trustees, in successive order:

**This Document is the property of  
the Lake County Recorder!**  
DIANE BOWERS  
BRYAN TOMKY  
KENNETH TOMKY

IN WITNESS THEREOF, the Party hereto has set his hand and seal on March 30, 2004.

  
Karl J. Tomky



STATE OF INDIANA        )  
                                  )  
COUNTY OF LAKE        )        SS

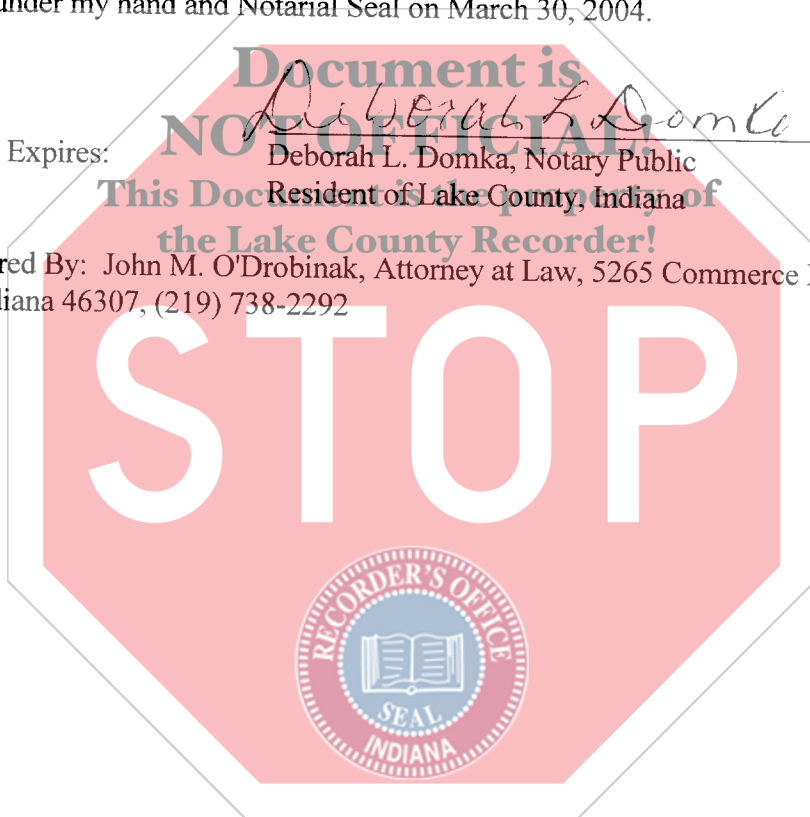
I, Deborah L. Domka, a Notary Public in and for said County and State, do hereby certify that Karl J. Tomky, personally known to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal on March 30, 2004.

My Commission Expires:  
08-31-2006

**Document is NOT OFFICIAL!**  
*Deborah L. Domka*  
Deborah L. Domka, Notary Public  
Resident of Lake County, Indiana

Document Prepared By: John M. O'Drobinak, Attorney at Law, 5265 Commerce Drive, Suite A,  
Crown Point, Indiana 46307, (219) 738-2292



## **LEGAL DESCRIPTION**

Lot 297 in Northgate Fifth Addition to the Town of Dyer, as per plat thereof, recorded in Plat Book 42, page 1, in the Office of the Recorder of Lake County, Indiana.

Key No.: 14-131-7

Commonly known as: 849 Harrison Ave., Dyer, IN 46311

