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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 040882

2004 MAY 18 AM 10:40

MORRIS J. CENTER  
RECORDER

Key Number: 27-269-21

Exempt from Disclosure #7

MAIL TAX BILLS TO:  
Merle O. Toney, Trustee  
2180 Timberidge Lane  
Highland, Indiana 46322

**TRUST DEED**

THIS TRUST DEED WITNESSETH, that the Grantor, Merle O. Toney of 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 quit-claims to Merle O. Toney, as Trustee under the provisions of the Merle O. Toney Revocable Trust dated May 4, 2004 ("Trust Agreement"), the following described real estate ("real estate") in Lake County, Indiana, to-wit:

That portion of Lot 6 in Whispering Oaks Addition, Phase 2, as per plat thereof recorded on May 8, 1997 in Plat Book 82, Page 59, Document Number 97028942, in the Office of the Recorder of Lake County, Indiana, being more particularly described as follows: beginning at a point on the south line of said Lot 6, south 89°59'15" west 114.97 feet from the southeast corner of said Lot 6; thence continuing south 89°59'15" west 30.54 feet to the southwest corner of said Lot 6; thence north 37°59'36" west 88.17 feet to the north line of said Lot 6; thence northeasterly along a curve concave to the southeast, having the following elements, a radius of 220.0 feet, a central angle of 24°23'01", and an arc length of 93.62 feet; thence south 0°04'15" west 107.14 feet to the point of beginning.

Common Street Address: 2180 Timberidge Lane, Highland, Indiana 46322.

TO HAVE AND TO HOLD the real estate with the appurtenances, upon the trusts, and for the uses and purposes herein set forth. As used herein, the term "Trustee" shall refer to the initial Trustee and any Successor Trustees and for purposes of simplicity, male singular pronouns will be used herein in reference to the Trustee.

Full power and authority are 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; 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

DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

001125

MAY 14 2004

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

# 14223  
1800  
PB

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 presently 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 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 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, 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, 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 the Trust Agreement 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, in relation to the real estate shall be conclusive evidence in favor of every person (including the 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 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 Trust Deed and in the Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder; and (c) that the 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 his predecessor in trust.

This conveyance is made upon the express understanding and condition that the Trustee shall not incur any personal liability or be subjected to any claim, judgment or decree for anything he or his agents or attorneys may do or omit to do in or about the real estate or under the provisions of this Trust 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 his 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 the Trustee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event Merle O. Toney is unable to or refuses to act as Trustee of the Trust Agreement for any reason, then and in such event, his brother, Dale D. Toney, and nephew, Daryl Toney, shall serve as successor Co-Trustees of the Trust Agreement. Further successor Trustees are identified in the Trust Agreement and the terms of said Trust Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, the Grantor has placed his signature this 4th day of May, 2004.

Merle O. Toney  
Merle O. Toney

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Merle O. Toney, who acknowledged the execution of the foregoing Deed to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 4th day of May, 2004.

Linda L. Scheeringa  
Notary Public - Linda L. Scheeringa

My commission expires: 5/25/2007  
County of Residence: Lake

This instrument prepared by: Attorney John M. Piersma, Goldman & Piersma, P.C.,  
2833 Lincoln Street, Highland, IN 46322

MAIL RECORDED DEED TO: Attorney John M. Piersma  
Goldman & Piersma, P.C.  
2833 Lincoln Street  
Highland, IN 46322

