

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 100526

2004 NOV 30 AM 11:33

MORRIS W. HARTER  
RECORDER

**PREPARED BY:**

Steffan & Macdonald, L.L.C.  
4020 University Drive, #207, Fairfax, VA 22030

**RETURN TO GRANTEE:**

EUGENE MSZAR and LORI K. GUDEMAN  
6196 Deer Path Court  
Manassas, Virginia 20112

**NO TITLE SEARCH PERFORMED:**

**EXEMPTION:**

CONSIDERATION: \$0.00

PARCEL ID NO'S.: 31-25-0002-0008  
31-25-0002-0009

Document is  
**NOT OFFICIAL!**

SPACE ABOVE FOR RECORDER'S USE

This Document is the property of  
the Lake County Recorder!  
**Warranty Deed**



THIS WARRANTY DEED, made and entered into on September 17, 2004, by and between EUGENE A. MSZAR and LORI K. GUDEMAN, Husband and Wife, **GRANTOR**, and EUGENE MSZAR and LORI K. GUDEMAN, Trustees, or their successors in trust, under the MSZAR-GUDEMAN LIVING TRUST, dated September 17, 2004 and any amendments thereto, **GRANTEE**. GRANTEE's address is 6196 Deer Path Court, Manassas, Virginia 20112. The property being conveyed herein is known as 7797 W. 127<sup>th</sup> Avenue, Crown Point, Indiana 46307.

WITNESSETH

001651

**NOW, THEREFORE**, that in and for consideration of the conveyance made hereby, the consideration received therefor by the Grantor and other good and valuable consideration paid by

DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

NOV 22 2004

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

2200  
# 1988  
SS

the Grantee to the Grantor, including Zero Dollars (\$0.00) cash in hand paid, the receipt of which is hereby acknowledged, the said GRANTOR, subject to the matters herein, does hereby bargain, sell, grant, transfer and convey with GENERAL WARRANTY OF TITLE, unto the GRANTEE all that certain tract or parcel of land, in FEE SIMPLE ABSOLUTE, together with all buildings and improvements thereon and privileges and appurtenances thereto belonging, situated, lying and being in Lake County, State of Indiana, and particularly described as follows:

Parcel 1. Part of the Southwest Quarter of the Northwest Quarter of Section 23, Township 34 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian, described as Commencing at a point on the North line of said tract which is 927.32 feet East of the Northwest Corner thereof and running thence East along the North line thereof 104.50 feet; thence South 370.80; thence Southwesterly in a straight line, 118.55 feet to a point, which is 433.50 feet to the place of beginning; and

Parcel 2: Part of the Southwest Quarter of the Northwest Quarter of Section 23, Township 34 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian, described as commencing at a point on the North line of said tract which is 931.82 feet East of the Northwest corner of said tract and running thence East along the North line thereof 95.5 feet; thence South 313.50 feet; thence Southwesterly in a straight line 108.35 feet to a point which is 370.80 feet South of the place of beginning; thence North 370.80 feet South of the place of beginning; thence North 370.80 feet to the place of beginning, all in Lake County, Indiana.; and

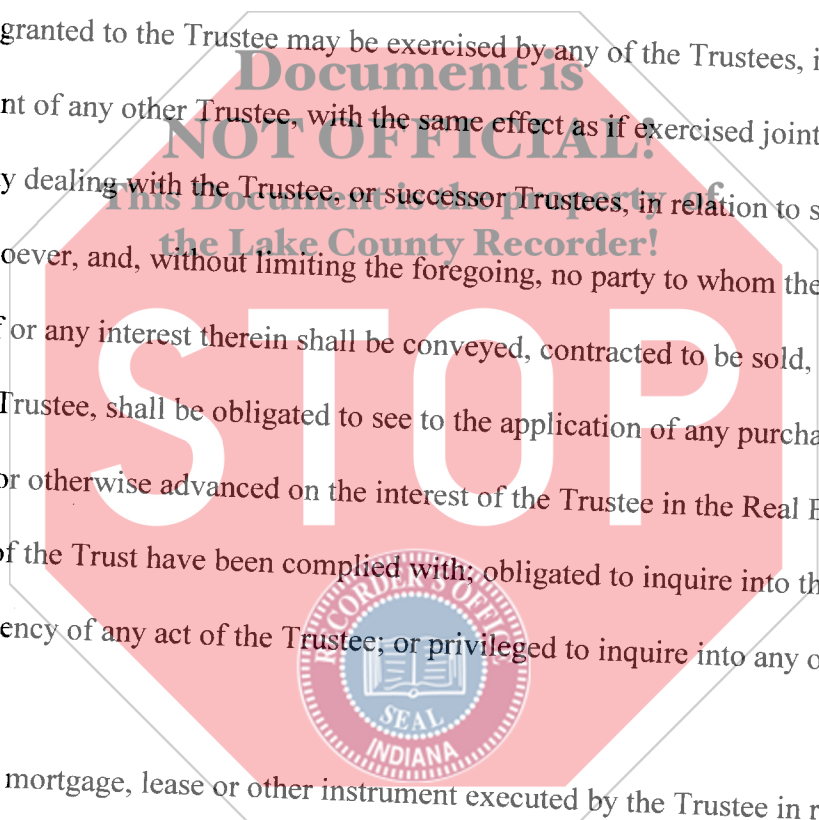
BEING THAT same property acquired by Grantor by Deed dated July 7<sup>th</sup> 1982 and recorded as Instrument Number 674803.

This conveyance is made expressly subject to the easements, conditions, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by a limitation of time contained therein or have not otherwise become ineffective (the "Real Estate").

**GRANTEE SHALL HAVE AND HOLD** such property, as a Trustee, in trust, with full power and authority to protect and conserve the Real Estate; to sell, contract to sell, and to grant

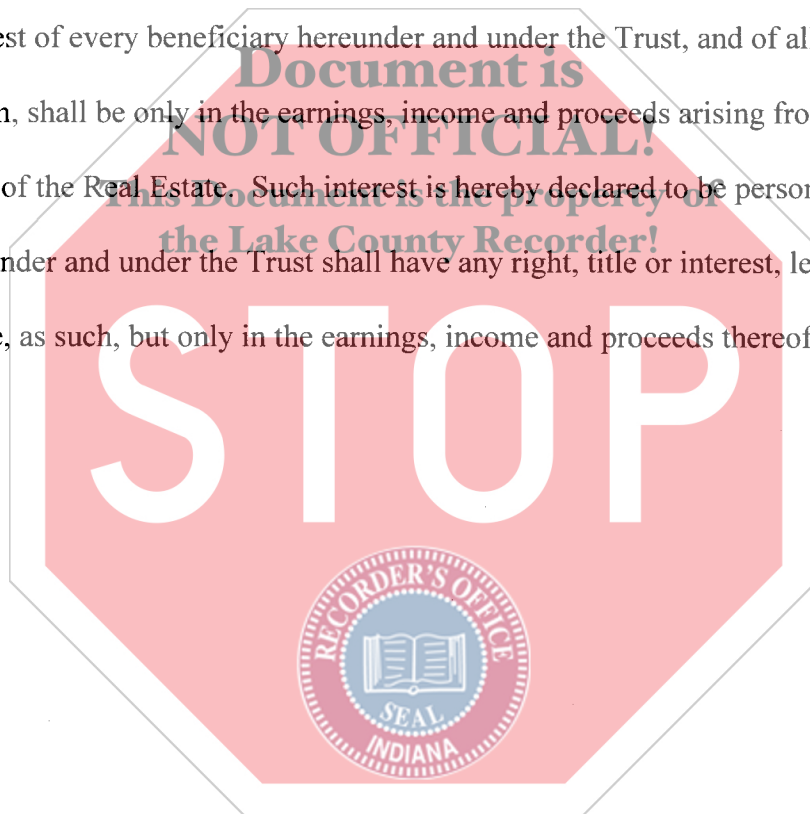
options to purchase the Real Estate, or any part thereof, and any right, title and interest therein on any terms; to exchange the Real Estate or any part thereof for any and other real or personal property upon any terms; to convey the Real Estate or any part thereof by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge, or otherwise encumber, finance or refinance the property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Real Estate or any part thereof from time to time for any period of time, for any rental and upon any other terms and conditions (whether or not extending beyond the term of the Trust); to release, convey, or assign any other right, title or interest of the Trustee whatsoever in and to the Real Estate or any part thereof. All authority, power and discretion herein granted to the Trustee may be exercised by any of the Trustees, individually, without the consent of any other Trustee, with the same effect as if exercised jointly by all the Trustees. No party dealing with the Trustee, or successor Trustees, in relation to said Real Estate in any manner whatsoever, and, without limiting the foregoing, no party to whom the said Real Estate or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obligated to see to the application of any purchase money, rent or money borrowed, or otherwise advanced on the interest of the Trustee in the Real Estate; required to see that the terms of the Trust have been complied with; obligated to inquire into the authority, necessity or expediency of any act of the Trustee; or privileged to inquire into any of the terms of the Trust.

Every 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 claiming any right, title or interest thereunder that at the time of delivery of such instrument the Trust was in full force and effect; that

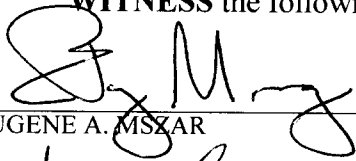


such instrument was duly executed in accordance with the terms and conditions of the Trust and is binding upon all beneficiaries thereunder; that the Trustee was duly authorized and empowered to execute and deliver every such instrument; that any successor Trustee has been properly appointed and is fully vested with all the title, estate, rights, powers, duties and obligations of their predecessor in trust. The Trustee shall have no individual liability or obligation whatsoever arising from their ownership, as Trustee, of legal title to the Real Estate, or with respect to any act done or contract entered into or indebtedness incurred by him or her in dealing with the Real Estate, or in otherwise acting as Trustee hereunder.

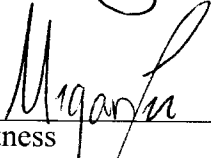
The interest of every beneficiary hereunder and under the Trust, and of all persons claiming under any of them, shall be only in the earnings, income and proceeds arising from the rental, sale or other disposition of the Real Estate. Such interest is hereby declared to be personal property, and no beneficiary hereunder and under the Trust shall have any right, title or interest, legal or equitable, in or to the Real Estate, as such, but only in the earnings, income and proceeds thereof as provided in the Trust.



WITNESS the following signature and seal:

  
EUGENE A. MSZAR

  
LORI K. GUDEMAN

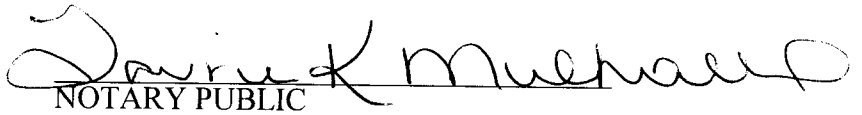
  
Witness

  
Witness

STATE OF VIRGINIA )  
CITY/COUNTY OF FAIRFAX )

To-Wit:

The foregoing instrument was acknowledged before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, on this June 25, 2004 by EUGENE A. MSZAR and LORI K. GUDEMAN, Grantors and Trustees and the aforementioned witnesses.

  
NOTARY PUBLIC

My Commission Expires:

