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Mail Taxes To: Mark E. Smith 7739 Virginia Place, Merrillville, IN 46410

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2005-003785
WARRANTY DEED

2005 JAN 19 PM 2:20

This indenture witnesseth, that Grantor(s), Mark E. Smith of the County of Lake, and the State of Indiana. For and in consideration of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, CONVEY and WARRANT unto the **Markis Enterprise, LLC**, a corporation of Indiana, whose address: 7739 Virginia Place, Merrillville, IN 46410, as Trustee under the provisions of a trust agreement dated the 20th day of December, 2004, known as Trust 12202004H, the following described real estate in the County of Indiana, and the State of Indiana, to wit:

THE EAST 20.57 FEET OF LOT 5 AND THE WESTERLY 37.14 FEET OF LOT 4, BLOCK 11, GLEN L. RYAN SECOND SUBDIVISION, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 30, PAGE 24, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.
COMMONLY KNOWN AS: 4305 MILLER LANE, GARY, INDIANA 46403
TAX UNIT 25 KEY NUMBER 46-567-5

Full authority is granted to trustee:

- (1) To improve, manage, protect, subdivide, and re-subdivide the real estate or any part of it;
- (2) To dedicate parks, streets, highways or alleys, and to vacate any subdivision or part of it;
- (3) To contract to sell or exchange; to grant options to purchase; to sell on any terms; and to convey either with or without consideration;
- (4) To convey the real estate or any part of it to a successor or successors in trust, and to grant to these successor or successors in trust all of the title, estate, powers, and authorities vested in trustee;
- (5) To donate, to dedicate, to mortgage or otherwise encumber the real estate or any part of it;
- (6) To lease the real estate or any part of it, in possession or reversion, on any terms and for any period, or periods of time; and to renew or extend leases on any terms and for any period or periods of time, and to amend, change or modify the leases and the terms and provisions of them;
- (7) 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 or fixing the amount of present or future rentals;
- (8) To execute grants of easements or charges of any kind;
- (9) To release, convey or assign any right, title, or interest in or about or easement appurtenant to the real estate or any part of it;
- (10) To deal with title to the real estate and every part of it in any way and for consideration that would be lawful for any person owning the title to the real estate to deal with it, whether similar to or different from the ways specified above.

In no case shall any party dealing with trustee in relation to the real estate or to whom the real estate or any part of it is 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 have been complied with or be obliged to inquire into the 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. Every deed, trust deed, mortgage, lease, or other instrument executed by trustee in relation to the real estate shall be conclusive evidence in favor of every person relying on or claiming under any conveyance, lease, or other instrument of this type: (a) that at the time of delivery, the trust created here and by the trust agreement was in full force and effect. (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions, and limitations contained here and in the trust agreement or in the amendments, and binding on all beneficiaries. (c) that trustee was authorized to execute and deliver every deed, trust deed, lease, mortgage, or other instrument of this type, 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, hers or their predecessor in trust.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the use, mortgage or other disposition of the real estate, and this interest is declared here to be personal property. No

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

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beneficiary shall have any title or interest, legal or equitable, in or to the real estate, but only an interest in the possession, earnings, avails, and proceeds from it.
If the title to any of the above lands is registered now or in the future, the Registrar of Titles is directed here not to register or note in the certificate of title or duplicate of it, or memorial, the words "interest" or "upon condition" or "with limitations," or words of similar import, in accordance with the statute in this case.
Grantor expressly waives and releases all right or benefit under and by virtue of all statutes of the State of Indiana providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid has/have hereunto set his/her/their hand(s) and seal(s) this 6th day of January, 2005.

Printed Name: Mark E. Smith
Signature: Mark E. Smith
Notary Seal: CHARLES L. REED, Notary Public, Lake County, My Commission Expires May 17, 2008

State of (YOUR STATE) Indiana
) SS.
County of Lake

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Mark E. Smith personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given my hand and notarial seal this 6th day of January, 2005.

Charles L. Reed
NOTARY PUBLIC

After recording, please mail to: 7739 Virginia Place, Merrillville, IN 46410

