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MICHAEL A COUNTY TRUST COMPAN

Return to: LAKE COUNTY TRUST COMPANY 2200 N. Main Street

Crown Point, IN 46307

## **DEED INTO TRUST**

## Donald K. Stash and Betty A. Stash, Husband and Wife

of the County of <u>Lake</u> and State of <u>Indiana</u> for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid,

## CONVEY(S) AND WARRANT(S)

unto LAKE COUNTY TRUST COMPANY, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 15<sup>th</sup> day of June, 1999 and known as Trust No. 5108 the following described real estate in the County of Lake State of Indiana, to-wit:

See Attached Legal Description cument is the property of the Lake County Recorder!

Key No.: 39-50-1

Commonly known as: 1307 East Elm Street, Griffith, IN 46319

Mail future tax statements to: 2200 N. MAIN ST. CROWN POINT, IN 46307

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey grant to such successor or successors in trust all of the title, estate, powers, and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, 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 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 said property, or any part thereof, for other real or personal easement appurtenant to said premises or any part thereof, and to deal with said property 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

This conveyance is made upon the express understanding and condition that neither Lake County Trust Company individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably 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

OULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

MAY 3 1 2005

STEPHEN R. STIGLICH LAKE COUNTY AUDITOR 18-CT

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Chicago Tibe Insurance Company

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.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said 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 said 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 said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said 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 its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 other disposition of said 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 said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

of A
In Witness Whereof, the grantor(s) aforesaid has/ve hereunto set their hands this 24 day of ^
2005 Bethy Start
Donald K. Stash Che Lake County Recorder!
STATE OF Indiana ) COUNTY OF Lake ) SS:
OCCIVITION LEARN AND ADDRESS OF THE PROPERTY O
I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Donald K. Stash and Betty A. Stash,
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said
instrument as their free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 24 day of
Signature of Notary Public  Printed Name of Notary Public
Project of County IN.
My Commission Expires.
This Instrument was prepared by: Elaine M. Sievers, Attorney at Law

No: 620051923

## **LEGAL DESCRIPTION**

That part of the Southwest Quarter of Section 36, Township 36, North, Range 9 West of the 2nd P. M., described as: Beginning at a point which is on the North line of said Southwest Quarter and 130 feet East of the Northwest corner thereof; thence South 89 degrees 47 minutes 40 seconds East along said North line a distance of 166.10 feet; thence South 0 degrees, 5 minutes, 58.5 seconds East a distance of 200.10 feet; thence North 89 degrees 47 minutes 40 seconds West a distance of 166.45 feet to a point which is on the North line of Lot 4 of Newberry's Orchard Addition as per plat thereof, recorded in Plat Book 34 page 88, in Lake County, Indiana, and 76.33 feet West of the Northeast corner of said Lot 4, thence due North along the East line of said Newberry's Orchard Addition, a distance of 200.00 feet to the point of beginning, all in Lake County, Indiana.

