STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2005 050605

2005 JUN 20 AM IG: 38

MAIL TAX BILLS TO: 2220 W. 4516 Ave. Highland, IN 46322

REICHALTO LAKE COUNTY TRUST COMPANY RECORD 2200 NORTH MAIN STREET CROWN POINT, IN 46307

DEED IN TRUST

CM620050398

THIS INDENTURE WITNESSETH that the Grantors, THOMAS KEITH HUARD and BARBARA JEAN HUARD, as tenants in common, of the County of Lake and State of Indiana, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid CONVEY AND WARRANT unto LAKE COUNTY TRUST COMPANY, a corporation of Indiana, as Trustee under the provisions of a Trust Agreement dated the 23rd day of February, 2005, known as Trust Number 5626, the following described real estate in the County of Lake and State of Indiana, to-wit:

Lot 2 and the North 5 feet of Lot 3, in Sheri's Addition, to the Town of Highland, as shown in Plat Book 60, page 7, in the Office of the Recorder of Lake County, Indiana Document is the property of

Jocument 1s

Commonly known as 2200 W. 45th Ave., Highland, IN 46322

Taxing Unit No.:

16

Key No .:

27-528-2

SUBJECT, NEVERTHELESS, TO THE FOLLOWING:

Taxes for 2005, payable in 2006, and for all years thereafter. 1.

Building line affecting the North 55 feet of Lot 2 of the land, as shown on the 2. recorded plat of subdivision.

Building line affecting the West 15 feet of the land, as shown on the recorded plat of 3. subdivision.

4. Grant(s) and/or Reservation(s) of easement(s) contained on the recorded plat of subdivision.

Easement for drainage and utilities affecting the East 10 feet of the land as shown 5. on the recorded plat of subdivision.

Easement for ingress-egress affecting the South 20 feet of the North 40 feet of Lot 6. 2 of the land as shown ensure core rded plat of subdivision. FINAL ACCEPTANCE FOR TRANSFER

JUN 2 0 2005

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STEPHEN R. STIGLICH LAKE COUNTY AUDITOR

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 either with or without consideration, to convey said premises 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 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 prasenti 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 provisions thereof at any time or times hereafter, 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 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 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 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 similar to or different from the ways above specified, at any time or times hereafter.

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.

IN WITNESS WHEREOF, the Grantors aforesaid have hereunto set their hands and seals this 28th day of February, 2005.

Thomas Keith Huard

Barbara Jea

Barbara Jean Muard

STATE OF INDIANA

SS:

COUNTY OF LAKE

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that THOMAS KEITH HUARD and BARBARA JEAN HUARD, personally known to me to be the same persons whose names 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 the Lake County Recorder!

GIVEN under my hand and notarial seal this 28th day of February, 2005.

otary Public

Printed Name: Stacey Eiserhutt

My Commission Expires:

1-15-08

County of Residence:

Lake

STACEY EISENHUTT LAKE COUNTY MY COMMISSION EX JAN. 15, 2008

This Instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, Easton Court, 300 East 90th Drive, Merrillville, Indiana 46410