STATE OF INDIAN LAKE COUNTY FILED FOR RECORD

2006 008904

2006 FEB -3 AM II: 24

MICHAEL A. BROWN RECORDER

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Mercantile National Bank of Indiana 5930 Hohman Avenue, Ste. 201

JAN 3 1 2006

P.O. Box 624 Hammond, Indiana 46325-0624.

RECORD AND RETURN TO:

## DEED IN TRUST

PEGGY ROLINGA K**ATONA** 

LANS COUNTY AUDITOR
THIS INDENTURE WITNESSETH that David T. Irions and Michelle

of Lake County, Indiana, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do by these presents, CONVEY(S) AND WARRANT(S) to MERCANTILE NATIONAL BANK OF INDIANA, a national banking association with its principal place of business at 5243 Hohman Avenue in the City of Hammond, Lake County, Indiana, as Trustee, under agreement dated 11/8/05, and known as Trust No the following described real estate in Lake County, Indiana, to-wit:

Lot 8 in Biock 11 in Homestead Gardens Master Addition in the Town of Highland, as per plat thereof, recorded in Plat Book 32, page 46, in the Office of the Recorder of Lake County, Indiana.

Key Number 27-281-8

Street Address: 3237 North Drive, Highland, Indiana 46322

Street Address: 3237 North Drive, Highland, Indiana 46322

Mail Tax Statements: MNB Trust No /, P.O. Box 624, Hammond, IN 46325-0624

6855-LT

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

The said Trustee shall have full power and authority to improve, manage, protect, and subdivide the real estate from time to time forming a part of the trust estate, to dedicate parks, streets, highways or alleys and to vacate any subdivision or parts 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 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, and to renew or extend leases upon any terms and for any period or periods of time, to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, and to consent to the assignment of leases, 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 said property or exchange it, 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 property or any part thereof, to purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease, 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 the Trustee in relation to such property, or to whom such property 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 property, or be obliged to see that the provisions or 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 the Trust; and every 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 instrument and said Trust Acceptance FOR MANNET FOR MAN

PEGRY HOLINGA KATONA LAKE COUNTY AUDITOR 001020 (#133763) 13388/40

Prescribed by the State Board of Accounts (2005)

County form 170

## Declaration

## Document is

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do herby affirm under the penalties of perjury:

- 1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
- 2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

Signature of Declaran

Printed Name of Declarant

Trust Agreement, and binding upon all beneficiaries thereunder, and (c) that said Trustee was duly appointed and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument. IN WITNESS WHEREOF, the said have hereto set their hands and seals this Name: Veronica Flores STATE OF BUDIANT ) Illinois ) SS: ) coch COUNTY OF ISAKE I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Veronica Flores \_, personally known to me to be the same persons whose names are subscribed to the Deed in Trust and personally known to me, and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary acts, for the uses and purposes therein set forth. Given under my hand and notaria My Commission Expires: OFFICIAL SEAL" My County of Residence: KASSANDRA MINYARD COMMISSION EXPIRES 05/15/06

conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in said Trust Agreement and this instrument, or any such amendment to said

This document Prepared by:

W. LEE NEWELL, JR.
ATTORNEY AT LAW
134 PULASKI ROAD
CALUMET CITY, ILLINOIS 60409