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LAKE COUNTY  
FILED FOR RECORD

2006 015896

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BY

After Recording Mail to:

Todd M. Van Baren, Esq.  
Hoogendoorn & Talbot LLP  
122 S. Michigan Avenue, Suite 1220  
Chicago, Illinois 60603

**DEED IN TRUST**

CM 6 20045919

KNOWN ALL MEN BY THESE PRESENTS, that **James DeVries and Cynthia DeVries**, husband and wife, individually, do hereby CONVEY AND QUITCLAIM unto **James DeVries and Cynthia DeVries**, as Trustees of the **James W. De Vries and Cynthia K. De Vries Declaration of Trust, dated October 23, 2001**, and unto all and every successor or successors in trust under said trust agreement, whose address is 14606 W. 109<sup>th</sup> Avenue, Dyer, Indiana 46303, all of their interest (including without limitation the life estate reserved/created in Warranty Deed recorded October 31, 2001 as Document No. 2001 088075) in following described premises situated in the County of Lake, State of Indiana: **This Document is the property of**

**the Lake County Recorder!**

See Exhibit A attached hereto and made a part hereof for the legal description

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trust for the uses and purposes herein and in said trust agreement set forth (see Exhibit B attached hereto and made a part hereof for Trustee's powers) for the full consideration of Ten and 00/100 Dollars.

Hereby waiving and releasing any rights of homestead in such property.

Split From:

Tax #: Unit No. 5, Key No. 6-61-21

Common address: +/- 29 acres west of Calumet Avenue and north of 109<sup>th</sup> Avenue, Lake County, Indiana.



DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

FEB 28 2006

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

22<sup>nd</sup>  
CT  
D

004234

Chicago Title Insurance Company

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IN WITNESS WHEREOF, the undersigned have caused their names to be signed to this instrument as of the date set forth below.

Dated this 13<sup>th</sup> day of July, 2005

James DeVries  
James De Vries

Cynthia DeVries  
Cynthia De Vries

State of IN )  
County of Lake ) SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James DeVries and Cynthia DeVries, personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the waiver and release of rights of homestead.

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

GIVEN under my hand and official seal, this 13<sup>th</sup> day of July, 2005.

Stacey Eisenhutt  
Notary Public  
Res. of Lake Co.

Instrument Prepared By:

Brian D. Yeley  
Hoogendoorn & Talbot LLP  
122 South Michigan Avenue  
Suite 1220  
Chicago, Illinois 60603



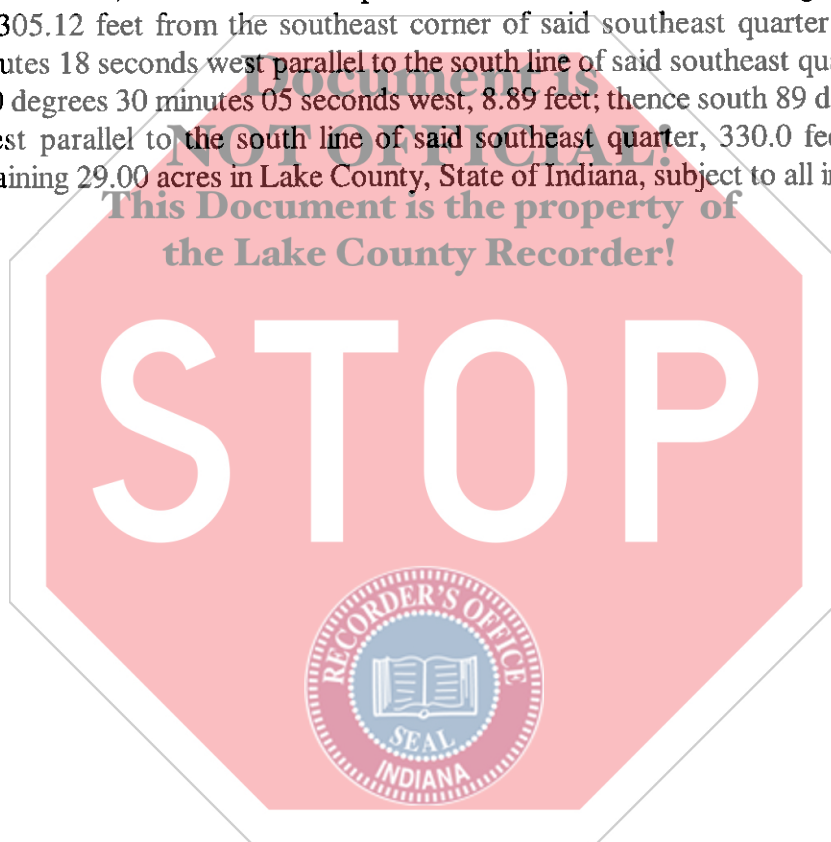
Mail Tax Bills To:

South Holland Protestant Reformed  
Christian School  
16511 South Park Avenue  
South Holland, Illinois 60473  
Attention: Administrator

**EXHIBIT A**

**Legal Description**

A part of the south 60 acres of the east 100 acres of the southeast quarter of fractional section one, township 34 north, range 10 west of the second p.m. more particularly described as: commencing at a point on the south line of said section one, north 89 degrees 13 minutes 18 seconds east (basis of bearings for this description is south 00 degrees 03 minutes 05 seconds east for the east line of said southeast quarter), 660.0 feet from the southwest corner of said 60 acres, said point being also the southwest corner of the land described in deed document 2001088075 to James and Cynthia DeVries, recorded October 31, 2001 in the Office of the Recorder, Lake County, Indiana; thence north 00 degrees 30 minutes 05 seconds west along the west line of said document 2001088075, 314.0 feet to the northwest corner of the land described in said document 2001088075 and the point of beginning; thence continuing north 00 degrees 30 minutes 05 seconds west along the east line of the land described in deed document 148532 to Norbert and Nancy Piepho, recorded May 16, 1972 in said recorder's office; and also along the east line of the land described in deed document 646562 to Norbert and Nancy Piepho, recorded October 6, 1981, in said Recorder's Office, 1269.81 feet to the north line of said 60 acres; thence north 89 degrees 13 minutes 18 seconds east along said north line, 990.22 feet to the east line of said southeast quarter; thence south 00 degrees 30 minutes 05 seconds east, along said east line, 1278.69 feet to a point on said east line, north 00 degrees 30 minutes 05 seconds west, 305.12 feet from the southeast corner of said southeast quarter; thence south 89 degrees 13 minutes 18 seconds west parallel to the south line of said southeast quarter, 660.30 feet; thence north 00 degrees 30 minutes 05 seconds west, 8.89 feet; thence south 89 degrees 13 minutes 18 seconds west parallel to the south line of said southeast quarter, 330.0 feet to the point of beginning containing 29.00 acres in Lake County, State of Indiana, subject to all interest in Calumet Ave.



## **EXHIBIT B**

### **Trustee's Powers**

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, streets, highways or alleys; 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 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 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.

**DECLARATION**

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under 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 numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

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

Prepared for recording by  
Chicago Title Insurance Company

By: Stacey Prigge  
Signature

Stacey Prigge, Asst. Vice President  
Printed Name of Declarant

