

MAIL TAX BILLS TO:

2006 018921

EDMUND J. BAKER 1035 Lakewood Court Schererville, Indiana 46375 STATE OF INDIANAL LAKE COUNTY FILED FOR RECORD

2006 MAR -7 PM 2: 39

MICHAEL A. BROWN T**AXIKEYINO**R 20-13-0760-0113

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantor, EDMUND J. BAKER, currently of Lake County, Indiana, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to EDMUND JOSEPH BAKER, as Trustee of the EDMUND JOSEPH BAKER REVOCABLE LIVING TRUST AGREEMENT, which Trust Agreement was executed the 1st day of November, 2005, the following described real estate located in Lake County, Indiana, to-wit:

Document is

Unit 1, Building 40, in Lakewood Estates Condominiums, a Horizontal Property Regime, created by a Declaration of Condominium, recorded December 20, 2002, as Document No. 2002-118268, and all amendments thereto, including but not limited to the Twenty-Ninth Amendment thereto, recorded October 19, 2004, as Document No. 2004-89318, an addition to the Town of Schereville, as per plat thereof, recorded in plat book 32 FORT TAXATION SUBJECT TO 3. in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 1035 Lakewood Court, Schererville, Indiana 46375.

MAR - 7 2006

subject to a life estate reserved in the said EDMUND J. BAKER, grantor herein, to AUDITOR have and to hold the said real estate 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 the Trustee to improve, manage, protect and subdivide the real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide the real estate as often as desired, to contract to sell or grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the real estate 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 the Trustee, to donate, to dedicate, to mortgage, pledge of otherwise encumber the real estate or any part thereof, to lease the real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in future, and upon any terms and for

21⁹⁹ 32899 any period or periods of time, not exceeding in the case of any single demise, the term of 99 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 renew leases and options to purchase the whole or any part of the reversion, to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange the real estate, 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 the real estate or any part thereof, and to deal with the real estate 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 or any successor in trust, in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, or any successor in trust, 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 this Trust have been complied with, or be obliged to inquire into the authority, 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; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee, or any successor in trust in relation to the real estate shall be conclusive evidence in favor of every person (including the Registrar of Title of the County) 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 the Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in the Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that the Trustee, or any successor in trust, 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.

This conveyance is made upon the express understanding and condition that neither EDMUND JOSEPH BAKER, nor his successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything they or their agents or attorneys may do or omit to do in or about the real estate or under the provisions of this Deed or the Trust Agreement or any amendment thereto, or for injury to person or property happening in or about the real estate, any and all such liability being hereby expressly waived and released. Any contract obligation or indebtedness incurred or entered into by the Trustee in connection with the real estate may be entered into in the name of the then beneficiaries under the Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in their own names, as Trustee of an express trust and not 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 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.

The interest of each and every beneficiary hereunder and under the Trust Agreement 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 any other disposition of the 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 the real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in EDMUND JOSEPH BAKER as Trustee, the entire legal and equitable title in fee simple, in and to all of the said real estate above described.

IN WITNESS WHEREOF, Grantor has hereto set his hand and seal this 1st day of November, 2005.

GRANTOR:

Docum EDMUND J. BAKER

STATE OF INDIANA

COUNTY OF LAKE

NOT OFFICIAL!

This so ocument is the property of

the Lake County Recorder!

I, SCOTT R. BILSE, a Notary Public in and for said County and State, do hereby certify that EDMUND J. BAKER, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of November, 2005.

Notary Public, Scott R. Bilse

My Commission Expires: 9-13-2009 Resident of Lake County, Indiana

Document Prepared by:

Scott R. Bilse #13926-45

ABRAHAMSON, REED & BILSE 200 Russell Street, Suite 200, Hammond, Indiana 46320-1818

(219) 937-1500

10/05\Baker Ed\Deed inTrust-Baker Ed.\EstDisk#8

Prescribed by the State Board of Accounts (2005)

County form 170

Declaration

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: County Recorder with IC 36-2-7.5,

- 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 Declarant

Printed Name of Declarant