

2006 021518

2006 MAR 15 PM 2:46

MICHAEL A. BROWN
RECORDER

5

Return to: **Thomas K. Hoffman**
One Professional Center, Suite 306
Crown Point, IN 46307

DEED INTO TRUST

THIS INDENTURE WITNESSETH that the Grantor, **BILLY J. SMITH**, of the County of Lake and State of Indiana for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid,

CONVEYS AND WARRANTS

to **BILLY J. SMITH**, as **Trustee** under the provisions of a Trust Agreement dated the 1st day of March, 2005, and known as the **BILLY J. SMITH LAND TRUST ONE**, the following real estate in the County of Lake and State of Indiana, to-wit:

Document is
NOT OFFICIAL!

That part of the Southwest Quarter of the Northwest Quarter of Section 15, Township 34 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, lying Southerly of the Southwesterly right of way line of the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad and Northerly of the Northeasterly right of way line of State Road #53 (also known as U.S. Highway #231), described as follows: Beginning at a point on the Northeasterly right of way line of said State Road #53, which point is the Southwest corner of a tract of land deeded by Katherine R. Christensen and John E. Christensen to Leo C. Reddinger and Mildred B. Reddinger on August 17, 1944 and recorded in Deed Record 704, page 439 in the Recorder's Office of Lake County, Indiana; thence Southeasterly along the Northeasterly right of way line of said State Road #53 a distance of 179.4 feet; thence Northeasterly at right angles to said Northeasterly right of way line of said State Road #53 a distance of 228 feet to the Southwesterly right of way line of said Pittsburgh, Cincinnati, Chicago and St. Louis Railroad; thence Northwesterly on said railroad right of way line to a point which is the Northwest corner of the tract of land so conveyed in Deed Record 704, page 439 and directly North of the Commencement Point; thence South 383.45 feet to the point of commencement.

Tax Key Number: 31-7-11-28
Common Address: 106 East State Road 231, Crown Point, IN 46307
Mail future tax statements to: 106 East State Road 231, Crown Point, IN 46307

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

MAR 14 2006

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

22-
ZP
g

5326

5530A

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 re-subdivide 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 now or in the future, and upon any terms and for 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 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.

This conveyance is made upon the express understanding and condition that neither **Billy J. Smith**, individually or as Trustee, nor his successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real 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 contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, 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 recording 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.

In Witness Whereof, the Grantor has executed this **Deed into Trust** this 1st day of March, 2005.

Billy J. Smith
BILLY J. SMITH, Grantor

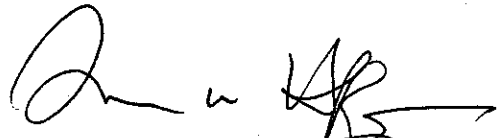
STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)



I, **Thomas K. Hoffman**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Billy J. Smith**, personally known to me 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 March, 2005.



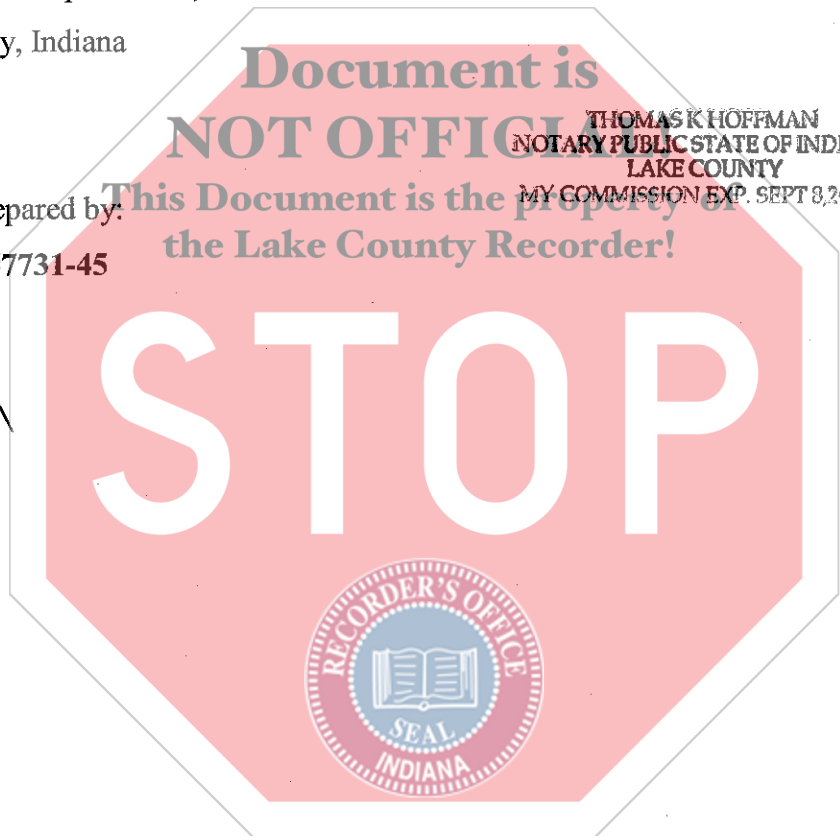
Thomas K. Hoffman, Notary Public

My Commission Expires: September 8, 2009

Resident of Lake County, Indiana

This Instrument was prepared by:

Thomas K. Hoffman #7731-45
One Professional Center
Suite 306
Crown Point, IN 46307
(219) 662-0165



DECLARATION

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

I, the undersigned preparer of the attached document, in accordance with I.C. §36-2-7.5, do hereby 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 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.

