

**DEED IN TRUST
(ILLINOIS)**

THE GRANTOR

**Kathleen M. Smith and
Jeffrey H. Savage, her
Husband,
13373 Ash Court**

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER
2007 10 10 62

DEC 27 2007

**PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR**

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 DEC 28 AM 9:26

**MICHAEL A. BROWN
RECORDER**

Above space for Recorder's Office Only

of the City of Palos Heights, County of Cook, and State of Illinois, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby Conveys and Quit Claims to **Kathleen M. Smith, 13373 Ash Court, Palos Heights, IL 60463**, as **Trustee** under the terms and provisions of a certain **Trust Agreement** dated the **12th day of December, 2007** and designated as **The Kathleen M. Smith Trust**, and to any and all successors as Trustee appointed under said Trust Agreement, or who may be legally appointed, the following described real estate: (See reverse side for legal description.)

Permanent Real Estate Index Number(s): **26-33-0187-0011**

Address of Real Estate: **7137 McCook Avenue, Hammond, IN 46323**

TO HAVE AND TO HOLD said real estate and appurtenances thereto upon the trusts set forth in said Trust Agreement and of the following uses:

1. The Trustee (or Trustees, as the case may be), is invested with the following powers: (a) to manage, improve, divide or subdivide the trust property or any part thereof, (b) To sell on any terms, grant options to purchase, contract to sell, to convey with or without consideration, to convey to a successor or successors in trust, any or all of the title and estate of the trust, and grant to such successor or successors in trust all the powers vested in the Trustee. (c) To mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans. (d) To dedicate parks, streets, highways, or alleys, and to vacate any portion of the premises. (e) To lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.

2. Any party dealing with the Trustee with regard to the trust property, whether by contract, sale, mortgage, lease or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration given, nor shall be required to see that the terms of the trust have been complied with, or to inquire into the powers and authority of the Trustee, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument, that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that said instrument executed was pursuant to and in accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said instrument is executed by a successor or successors in trust, that he or they were duly appointed and are fully invested into the title, estate, rights, powers and duties of the preceding Trustee.

3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all person claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.

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4. In the event of the inability, refusal of the Trustee herein named, to act, or upon his removal from the County, the then acting Successor Trustee of the aforementioned Trust is then appointed as Successor Trustee herein with like powers and authority as is vested in the Trustee named herein.

All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

The Grantors hereby waive and release any and all right and benefit under and by virtue of the Statutes of the State of Indiana providing for the exemption of homestead from sale or execution or otherwise.

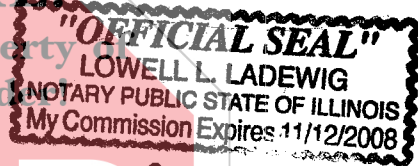
DATED this 12th day of December, 2007

PLEASE
PRINT OR
TYPE NAMES
BELOW
SIGNATURE(S)

Jeffrey H. Savage (SEAL) Kathleen M. Smith (SEAL)
Jeffrey H. Savage **Kathleen M. Smith**
_____(SEAL) _____(SEAL)

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Kathleen M. Smith and Jeffrey H. Savage, her husband**, 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, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 12th day of December, 2007.



Lowell L. Ladewig
NOTARY PUBLIC

Commission expires November 12, 2008

This instrument was prepared by: Lowell L. Ladewig, 5600 West 127th Street, Crestwood, IL 60445

Legal Description

LOT 11 IN BLOCK 4 IN GREENLAWN ADDITION TO HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 17, PAGE 28 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
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MICHAEL A. BROWN
RECORDER

2007 101062

MAIL TO:
Kathleen M. Smith
13373 Ash Court
Palos Heights, IL 60463

SEND SUBSEQUENT TAX BILLS TO:
Kathleen M. Smith
13373 Ash Court
Palos Heights, IL 60463