

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 017865

2008 MAR 11 PM 2:12

MICHAEL A. BROWN  
RECORDER

TAX KEY NO. 18-28-620-19

**MAIL TAX BILLS TO:**

James L. Yarovsky and Carole S. Yarovsky, Trustees  
1844 Windfield  
Munster, Indiana, 46321

↑  
*Grantees  
Address*

**ADDRESS OF REAL ESTATE**

1844 Windfield  
Munster, Indiana, 46321

**DEED IN TRUST**

THIS INDENTURE WITNESSETH, that the Grantors, James L. Yarovsky and Carole S. Yarovsky, Husband and Wife, of Munster, Indiana, who hereafter reserve unto themselves a life estate, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, convey and warrant to James L. Yarovsky and Carole S. Yarovsky and Tina M. Yarovsky, as Trustees, under the provisions of the YAROVSKY LIVING TRUST, dated July 31, 2000, and any Amendments thereto, the following described real estate in Lake County, Indiana, to-wit:

SEE ATTACHED

**NOT OFFICIAL!**

To have and to hold the said real estate with all improvements, upon the trusts, and for the uses and purposes set forth herein and in the Trust Agreement.

Grantors hereby reserve unto themselves, and each of them, a life estate in and to the profits, use and possession of the above described real estate for the rest of their lives.

The Trustees shall have full power and authority 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 resubdivide the real estate 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 the real estate or any part thereof to a successor or successors in trust and to grant to the successor or successors in trust all of the title, estate, powers and authorities vested in the Trustees, to donate, to dedicate, to mortgage, pledge or 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 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

DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

MAR 10 2008

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

*2400*  
*2CS #28134*  
*8 002462*

*2CS*

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 Trustees 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 Trustees, 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 Trustees, 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 Trustees, or any successor in trust in relation to the 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 the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries thereunder, (c) that the Trustees, 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 the 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 James L. Yarovsky and Carole S. Yarovsky, individually, or as Trustees, nor their successor or 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

Trustees 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 Trustees, in their own names, as Trustees of an express trust and not individually (and the Trustees 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 Trustees 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 James L. Yarovsky and Carole S. Yarovsky, as Trustees, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event either James L. Yarovsky or Carole S. Yarovsky is unable or refuses to act as Trustee, for any reason, then the other shall be permitted to continue to serve as Trustee solely. In the event both James L. Yarovsky and Carole S. Yarovsky are unable or refuse to act as Trustee, for any reason, then the following individuals shall serve as Successor Trustees, in successive order:

TINA M. YAROVSKY  
DEBRA A. YAROVSKY  
JAMES T. STEVENS

IN WITNESS THEREOF, the Parties hereto have set their hands and seals on February 5, 2008.

  
\_\_\_\_\_  
JAMES L. YAROVSKY

  
\_\_\_\_\_  
CAROLE S. YAROVSKY

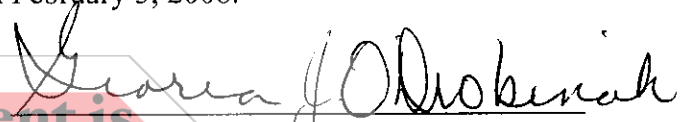


STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

I, Gloria J. O'Drobinak, a Notary Public in and for said County and State, do hereby certify that JAMES L. YAROVSKY and CAROLE S. YAROVSKY, Husband and Wife, personally known to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal on February 5, 2008.

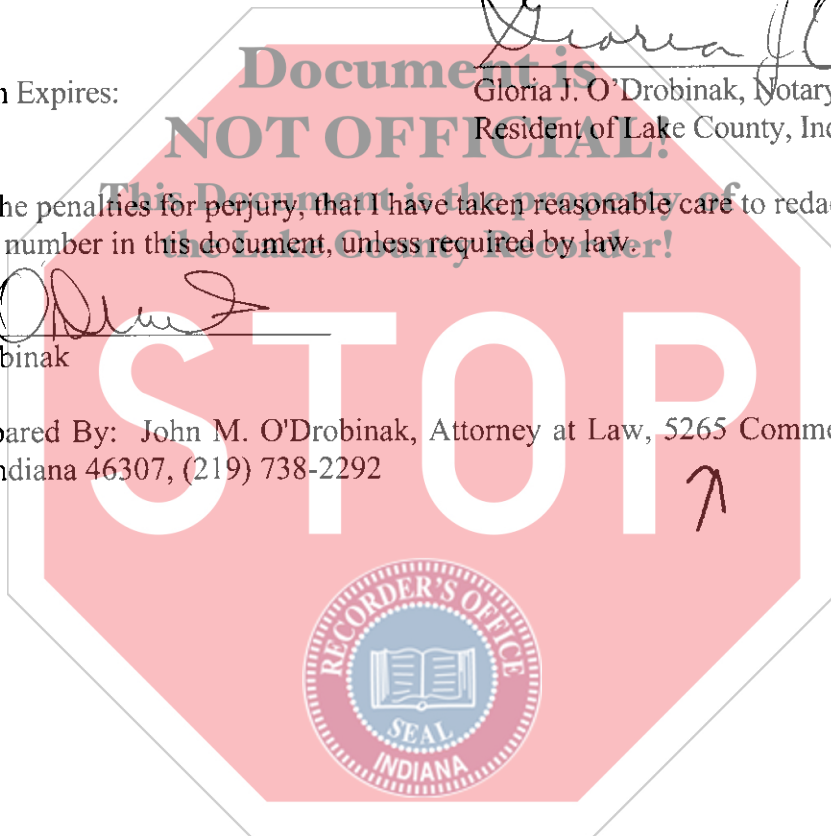
My Commission Expires:  
11-28-2009

  
Gloria J. O'Drobinak, Notary Public  
Resident of Lake County, Indiana

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

  
John M. O'Drobinak

Document Prepared By: John M. O'Drobinak, Attorney at Law, 5265 Commerce Drive, Suite A,  
Crown Point, Indiana 46307, (219) 738-2292



Part of Lot 21, The Townhomes at White Oak Estates, Block 7, to the Town of Munster, Lake County, Indiana, as recorded in Plat Book 86 page 67, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Beginning at the Southeast corner of said Lot 21; thence North 88 degrees 47 minutes 30 seconds West, along the Southerly line of Lot 21, said line also being the Northerly Right of Way line of Main Street, a distance of 57.79 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 210.14 feet to the Northerly line of Lot 21; thence South 89 degrees 28 minutes 04 seconds East, along the Northerly line of Lot 21, said line also being the Southerly line of Windfield Drive, a distance of 23.32 feet, to the Northeast corner of Lot 21; thence South 18 degrees 15 minutes 49 seconds East, along the Easterly line of Lot 21, a distance of 109.93 feet to a point of deflection in the Easterly line of Lot 21; thence continuing along the Easterly line of Lot 21, South 00 degrees 00 minutes 00 seconds East, a distance of 106.75 feet to the place of beginning, commonly known as 1844 Windfield Drive, all in the Town of Munster, Lake County, Indiana.

Subject to covenants and restrictions, easements and building lines as contained in the plat of subdivision and as contained in all other documents of record; and real estate taxes and assessments for 2007 payable in 2008 together with delinquency and penalty, if any, and all real estate taxes and assessments due and payable thereafter which the grantee herein assumes and agrees to pay.

