

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 040825

2008 JUL -4 AM 8:43

MICHAEL A. BROWN  
RECORDER

PARCEL NO: 16-27-0339-0035

3

**DEED IN TRUST**

**THIS INDENTURE WITNESSETH**, that the Grantor, **ALBERT R. HMUROVIC and PAULINE J. HMUROVIC**, of Highland, 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, convey and warrant to **ALBERT R. HMUROVIC and PAULINE JOAN HMUROVIC**, as Co-Trustees, for their natural life, with the remainder to **ALBERT R. HMUROVIC and PAULINE JOAN HMUROVIC**, Co-Trustees of the **JOINT REVOCABLE TRUST AGREEMENT OF ALBERT R. HMUROVIC AND PAULINE JOAN HMUROVIC KNOWN AS THE HMUROVIC JOINT FAMILY TRUST** under the provisions of that certain Trust Agreement dated May 21, 2008, the following described real estate in Lake County, Indiana, to-wit:

Lot, ONE-HUNDRED TWENTY-EIGHT (128), as marked and laid down on the recorded PLAT OF BOULEVARD ESTATES, FORTH ADDITION TO THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA, as the same appears of record in PLAT BOOK 35, PAGE 54, in the RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

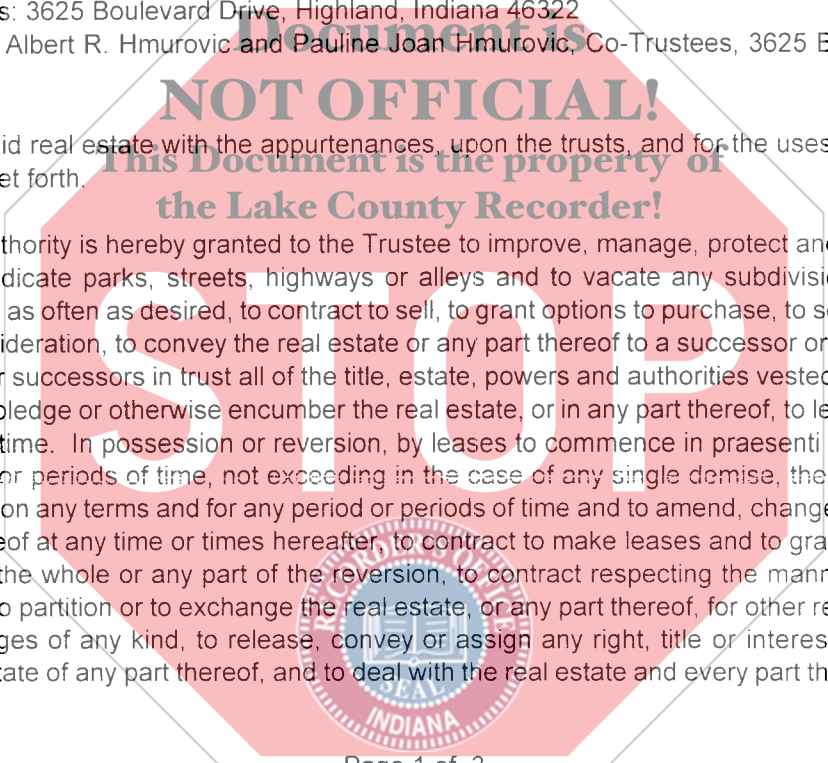
Commonly known as: 3625 Boulevard Drive, Highland, Indiana 46322

Grantee's Address: 3625 Boulevard Drive, Highland, Indiana 46322

Mail Tax Bills To: Albert R. Hmurovic and Pauline Joan Hmurovic, Co-Trustees, 3625 Boulevard Drive, Highland, Indiana 46322.

to 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 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 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 or otherwise encumber the real estate, or in 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 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 changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the real estate of any part thereof, and to deal with the real estate and every part thereof in all other ways and



Page 1 of 3

DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

MAY 30 2008

009088

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

20-  
LP  
5545

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 mortgages 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 Recorder 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 trusts, 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 **ALBERT R. HMUROVIC and PAULINE JOAN HMUROVIC**, individually, as Co-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 Co-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 Co-Trustees, in their own name, as Co-Trustees of an express trust and not individually (and the Co-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 Co-Trustees shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be changed 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 **JOINT REVOCABLE TRUST AGREEMENT OF ALBERT R. HMUROVIC AND PAULINE JOAN HMUROVIC KNOWN AS THE HMUROVIC JOINT FAMILY TRUST**, as beneficiary, the entire legal

and equitable title in fee simple, in and to all of the real estate above described.

In the event that **ALBERT R. HMUROVIC and PAULINE JOAN HMUROVIC** are unable to or refuses to act as Co-Trustee, for any reason, then the survivor shall serve. In the event that both **ALBERT R. HMUROVIC and PAULINE JOAN HMUROVIC** are unable to serve, then our son, **CARY WADE HMUROVIC, SR.**, shall serve as Successor Trustee. In the event that our son, **CARY WADE HMUROVIC, SR.** is unable to serve, then our son, **JEFFERY ALLEN HMUROVIC, SR.** shall serve as Alternate Successor Trustee. In the event that our son, **JEFFERY ALLEN HMUROVIC, SR.** is unable to serve, then **JPMORGAN CHASE BANK, NA** shall serve as Alternate Successor Trustee.

**IN WITNESS WHEREOF**, the **ALBERT R. HMUROVIC and PAULINE JOAN HMUROVIC** hereto has set their hand and seal this 21<sup>st</sup> day of May, 2008.

*Albert R. Hmurovic*  
\_\_\_\_\_  
ALBERT R. HMUROVIC

*Pauline Joan Hmurovic*  
\_\_\_\_\_  
PAULINE JOAN HMUROVIC

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF LAKE    )

I, David E. Mears, a Notary Public in and for said County and State, do hereby certify that **ALBERT R. HMUROVIC and PAULINE JOAN HMUROVIC** personally known to be the same person 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 use and purpose therein set forth.

Given under my hand and Notarial Seal this 21<sup>st</sup> day of May, 2008.



*David E. Mears*  
\_\_\_\_\_  
David E. Mears, Notary Public

**THIS INSTRUMENT PREPARED BY:** David E. Mears, Attorney at Law, 3527 Ridge Road, Highland, Indiana 46322. (219) 972-0990, Attorney ID # 9119-45

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



*David E. Mears*  
\_\_\_\_\_  
David E. Mears