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**DEED IN TRUST**

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

**PREPARED BY AND MAIL TO:**

2008 045286

2008 JUN 20 AM 10:41

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MICHAEL A. BROWN  
RECORDER

DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

JUN 19 2008

PEGGY HOLLINGA KATONA  
LAKE COUNTY AUDITOR

**MAIL TAX BILL TO:**

Joseph Simonetto  
1318 Elliott Drive  
Munster, IN 46321

(The Above Space For Recorder's Use Only)

**THE GRANTOR(S)**, Joseph A. Simonetto and Tamara Simonetto, his wife, of the Town of Munster, County of Lake, State of Indiana, for the consideration of TEN DOLLARS (\$10.00) and for other good and valuable considerations in hand paid, CONVEY and QUIT CLAIM to: Joseph Simonetto and Tamara Simonetto (or their designated successor), as Co-Trustees of the JOSEPH AND TAMARA SIMONETTO FAMILY TRUST under agreement dated February 23, 1988, all interest in the following described Real Estate situated in the County of Lake in the State of Indiana, to wit: \*Grantee's address: 1318 Elliott Drive, Munster, IN 46321

**LOT 6, BLOCK 2, WHITE OAK MANOR THIRD ADDITION TO MUNSTER, AS SHOWN IN PLAT BOOK 34, PAGE 42, IN LAKE COUNTY, INDIANA.**

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Indiana.

TO HAVE AND TO HOLD said real estate with the following powers and for the following uses and purposes, to-wit:

1. The Trustee is vested with full rights of ownership over the above described real estate and the Trustee is specifically granted and given the power and authority:
  - (a) To protect and conserve said real estate and improvements located thereon and to pay the taxes assessed thereon;
  - (b) To sell said real estate, for cash or on credit, at public or private sale, to exchange said real estate for other property and to grant options to sell said property, and to determine the price and terms of sales, exchanges and options;
  - (c) To execute leases and subleases for terms as long as 200 years, to subdivide or improve said real estate and tear down or alter improvements, to grant easements, give consent and make contracts relating to said real estate or its use and to release or dedicate any interest in said real estate;
  - (d) To borrow money and to mortgage, pledge or encumber any or all of the said real estate

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to secure payment thereof;

- (e) To manage, control and operate said real estate, to collect the rent, issues and profits, to pay all expenses thereby incurred, and in addition, to manage and operate any business that may now or hereafter be operated and maintained on said real estate, and in general, to exercise any powers authorized by the provisions of the JOSEPH AND TAMARA SIMONETTO FAMILY TRUST under agreement dated February 23, 1988; and
- (f) Anything herein to the contrary notwithstanding, the Trustee's liability hereunder, under the trust agreement or by operation of law to any person, firm or corporation is limited to the trust assets and the Trustee shall not become individually or personally obligated in any manner related thereto.

2. The Trustee shall hold said real estate and make distributions of said real estate or of the proceeds derived therefrom in accordance with the terms and conditions of that certain trust agreement dated the 23rd day of February, 1988, and known as the JOSEPH AND TAMARA SIMONETTO FAMILY TRUST.

3. No purchaser, grantee, mortgagee, lessee, assignee or any other person dealing with the Trustee need see to the application of any proceeds of any sales, lease, mortgage or pledge, but the receipt of the Trustee shall be a complete discharge and acquittance therefor. Any and all persons, including but not limited to grantees, mortgagees, lessees, transferees and assigns dealing with said Trustee need not inquire into the identification or status of any beneficiary under this deed or any collateral instrument nor inquire into or ascertain the authority of such Trustee to act in any exercise of any powers granted by this deed or the adequacy or disposition of any consideration paid to Trustee nor inquire into the provisions of the said unrecorded trust agreement and any amendments thereto collateral hereto.

4. The Grantor does hereby define and declare that the interests of any beneficiary hereunder or under the said trust agreement and any amendment thereto collateral hereto shall be personal property only.

5. By its acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements upon it binding.

DATED this 5 day of May, 2008.

  
Joseph A. Simonetto



  
Tamara Simonetto

STATE OF ILLINOIS     )  
  )SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph A. Simonetto and Tamara Simonetto, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing document appeared before me this day in person and acknowledged that they signed, sealed and delivered the same 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 5 day of May, 2008.

*Gail A. Strissel*

Notary Public

