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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 065114

2008 SEP 17 AM 9:30

MICHAEL A. BROWN  
RECORDER

**MAIL TAX BILLS TO:**  
618 S. Wisconsin Street  
Hobart, IN 46342

**TAX KEY NO.:** See attached Exhibit "A"  
**ADDRESS:** See attached Exhibit "A"

**DEED IN TRUST**

**THIS INDENTURED WITNESSETH**, that the Grantor, ROBERT D. ZDONEK, individually, of Hobart, Lake County, Indiana, 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, conveys and warrants as follows:

**An undivided one-half (1/2) interest** to Robert D. Zdonek and Patricia G. Zdonek, Trustees, or their Successors in Trust, under the ROBERT D. ZDONEK REVOCABLE LIVING TRUST AGREEMENT, dated June 2, 2008, and any amendments thereto, 618 S. Wisconsin Street, Hobart, Lake County, Indiana 46342;

And,

**An undivided one-half (1/2) interest** to Patricia G. Zdonek and Robert D. Zdonek, Trustees, or their Successors in Trust, under the PATRICIA G. ZDONEK REVOCABLE LIVING TRUST AGREEMENT, dated June 2, 2008, and any amendments thereto, 618 S. Wisconsin Street, Hobart, Lake County, Indiana 46342;

each trust to hold and own the undivided one-half (1/2) interest as a tenant in common as to the whole;

the following described real estate and premises located in Lake County, Indiana, commonly known and described in the attached Exhibit "A", and more particularly described as follows, to-wit:

**SEE ATTACHED EXHIBIT "A"**

The Grantors herein reserve unto themselves a life estate in said real estate **DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER**

to have and to hold the said real estate with the appurtenances, upon the trust, and for the uses and purposes herein and in said Trust Agreement set forth. **SEP 17 2008**

Full power and authority is hereby granted to the Trustees to improve, manage, **PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR** 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 re-subdivide 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 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 and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to review 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

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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 of 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.

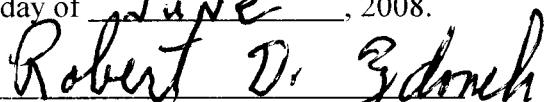
In no case shall any party dealing with the Trustees or any successor in trust, in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustees, or any successor in trust, be obliged to see to the application 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, leases 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 (including the Registrar of Title 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 force 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 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 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 **Robert D. Zdonek**, individually, or as Trustee, or **Patricia G. Zdonek**, individually or as Trustee, 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 she or her agents or attorneys may do or omit to do in or about the real estate or under the provisions of her 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 name, 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 **Robert D. Zdonek and Patricia G. Zdonek**, as Trustees, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event **Robert D. Zdonek or Patricia G. Zdonek**, are unable or refuses to act as Trustee, for any reason, then in such event, the other shall continue to serve as the sole Trustee. In the event Robert D. Zdonek and Patricia G. Zdonek, are unable or refuse to act as Trustee, for any reason, then in such event, **Karla R. Lynch** shall serve as Successor Trustee.

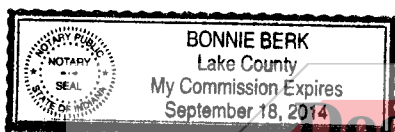
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on this 2 day of June, 2008.

  
**ROBERT D. ZDONEK, GRANTOR**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

I, Bonnie Berk, Notary Public in and for said County and State, do hereby certify that **Robert D. Zdonek**, personally known 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.

GIVEN under my hand and Notarial Seal on June 2, 2008.



Bonnie Berk  
Notary Public (written)

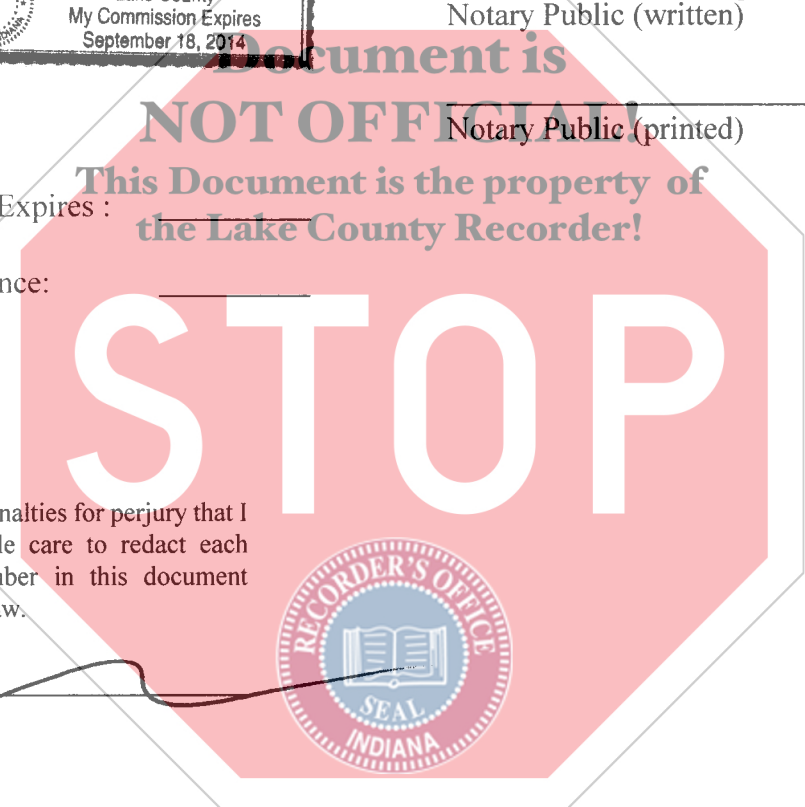
Notary Public (printed)

My Commission Expires :

County of Residence:

I affirm under the penalties for perjury that I have take reasonable care to redact each social security number in this document unless required by law.

[Signature]



Document prepared by:  
FRANK J. KOPRCINA  
Attorney at Law  
FRANK J. KOPRCINA & ASSOCIATES, P.C.  
150 East Third Street  
Hobart, IN 46342  
Ph. (219) 942-6999

**EXHIBIT "A"**

1. Real Estate commonly known as: 255 E. 8<sup>th</sup> Street,  
Hobart, IN 46342, and legally described as follows:

PART OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE  
SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32,  
TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2<sup>ND</sup> PRINCIPAL  
MERIDIAN, IN THE CITY OF HOBART, IN LAKE COUNTY,  
INDIANA, DESCRIBED AS COMMENCING AT A POINT ON THE  
NORTH LINE OF SAID TRACT WHICH IS 99 FEET EAST OF THE  
NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE  
NORTH LINE OF SAID TRACT 209.04 FEET TO THE  
NORTHWESTERLY RIGHT-OF-WAY LINE OF THE E.J.&E.  
RAILROAD; THENCE SOUTHWESTERLY ALONG THE  
NORTHWESTERLY RIGHT-OF-WAY LINE OF THE E.J.&E.  
RAILROAD; 254.8 FEET TO A LINE PARALLEL WITH AND 99 FEET  
EAST OF THE WEST LINE OF SAID TRACT; THENCE NORTH 150.1  
FEET TO THE PLACE OF BEGINNING, EXCEPT THE WEST 48 FEET  
THEREOF. Tax Key No.: 27-17-0028-0036.

2. Real Estate commonly known as: 1009 E. 28<sup>th</sup> Avenue  
Lake Station, IN 46405, and legally described as  
follows:

1<sup>st</sup> Subdivision East Gary, Lots 8, 9, 10, Block 14. Tax Key Nos.:  
14-19-0061-0010; 14-19-0061-0009; 14-19-0061-0008.

3. Real Estate commonly known as: 4543 Central Avenue,  
Lake Station, IN 46405, and legally described as  
follows:

Lot 9 and 10 in Block 3 in Elliot's Park in the City of Lake Station,  
as per plat thereof, recorded in Plat Book 21, page 36, in the Office  
of the Recorder of Lake County, Indiana. Tax Key No.: 14-19-0106-  
0009.

4. Real Estate commonly known as: 2805 Union Street  
Lake Station, IN 4605, and legally described as follows:

Lot 1 Numbered 29, Block 13, as shown on the recorded plat of  
Carlson's First Addition to East Gary recorded in Plat Book 11,  
page 5, in the Office of the Recorder of Lake County, Indiana. Tax  
Key No.: 14-19-0023-0029.

5. Real Estate commonly known as: 3701 Alabama Street  
Hobart, IN 46342, and legally described as follows:

Lot 17 and the south ½ of Lot 15 in Block 3 in Stock Yards Addition  
to Tolleston, in the City of Hobart, as per plat thereof, recorded in  
Plat Book 2, page 48, in the Office of the Recorder of Lake County,  
Indiana. Tax Key No.: 27-18-0171-0002.

6. Real Estate commonly known as: 3875 Maryland Street,  
Gary, IN 46342, and legally described as follows:

2<sup>nd</sup> Highland Park Add. lot 27 Block 11 S2 lot 28, Block 11. in the  
Office of the Recorder of Lake County, Indiana. Tax Key No.: 25-45-  
0048-0033.

7. Real Estate commonly known as: 1327 Garfield Street  
Hobart, IN 46342, and legally described as follows:

The South 55 feet of the North Half Block 16, in Jake Kramer, Jr.  
Addition to Hobart, as shown in Plat Book 11, Page 22, Lake County,  
Indiana. Tax Key No.: 27-18-0075-0004.

8. Real Estate commonly known as: 3536 Indiana St.  
Hobart, IN 46342, and legally described as follows:

Lot 8, in Block 4, in Garden Homes No.3, as per plat thereof,  
recorded in Plat Book 23 Page 77, in the Office of the Recorder of  
Lake County, Indiana. Tax Key No.: 35-50-0246-0003.

