

3

2008 078397

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 NOV 17 AM 11:04

MICHAEL A. BROWN  
RECORDER

DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

NOV 17 2008

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

**DEED IN TRUST**

THIS INDENTURE WITNESSETH, that the Grantor, Diane P. Guch, of Munster, IN, who hereinafter reserves unto herself a life estate, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, convey and warrant to Diane P. Guch, as trustee, under the terms of the Trust Agreement dated October 11, 2008, the following described real estate located in Lake County, Indiana, to wit:

LOT <sup>alt</sup>9 BLOCK 2 IN KNICKERBOCKER MANOR 5<sup>TH</sup> ADDITION TO THE TOWN OF MUNSTER AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 34 PAGE 25, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Tax Key Number: 45-06-24-329-011.000-027  
18-28-0214-0009

Property Address: 242 LAWNSDALE, MUNSTER, IN 46321  
GRANTEE ADDRESS

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

Grantor hereby reserves unto herself a life estate in and to the profits, use and possession of the above described real estate for the rest of her life.

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 to 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

018497

CS  
20  
BS

dedicate parks, street, 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 enquire 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 so 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 with 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 persons 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.

4. In the event of the inability, refusal of the Trustee herein named, to act, or upon her removal, Michael Guch 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.

DATED this 11 day of OCTOBER, 2008.

*Diane P. Guch* (SEAL)  
DIANE P. GUCH

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DIANE P. GUCH, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as a 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 11 day of October  
Commission expires 9-9-09 Kelly J Marsh  
Notary Public



This instrument was prepared by: Stanley A Strzelecki, Jr., 6446 West 127<sup>th</sup> Street, Palos Heights, IL 60463.

Mail to:

Diane P. Guch  
242 Lawndale  
Munster, IN 46321

97

