

DEED IN TRUST

2009 033605

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 MAY 20 AM 8:46

MICHAEL A. BROWN
RECORDER

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THE GRANTOR, **STEPHEN F. PIETRAS and MELINA A. PIETRAS, husband and wife, as Joint Tenants, not as Tenants in Common, not as Tenants by the Entirety**, of the County of Lake, State of Indiana, for and in consideration of TEN AND NO/100 Dollars, and other good and valuable consideration in hand paid, CONVEYS and WARRANTS unto the **LIVING TRUST, STEPHEN F. PIETRAS and MELINA A. PIETRAS**, Trustees under the provisions of a Living Trust dated the 20th day of October 2008, and known as the **STEPHEN F. PIETRAS and MELINA A. PIETRAS LIVING TRUST AGREEMENT DATED OCTOBER 20, 2008** (hereinafter referred to as "said trustee", regardless of the number of trustees,) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Lake and State of Indiana, to wit:

LOT 46 IN SANDY RIDGE ADDITION, UNIT 4 TO THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 62, PAGE 62, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM; AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS AS THE RIGHT AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN. THIS DEED IS SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION ARE RECITED AND STIPULATED AT LENGTH HEREIN.

Permanent Index Number: 12-14-0199-0046

**Address(es) of Property: 2320 Foliage Lane
Dyer, Indiana 46311**

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

MAY 18 2009

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TO HAVE AND TO HOLD the said premises with the appurtenances upon the trust and proper terms and conditions as set forth in the said trust agreement set forth.

PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property 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 said premises 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 said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, 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 lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange said property, 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 said premises or any part thereof; and to deal with said property 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.

18 EP
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In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said 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 said 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 said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 other disposition of said 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 said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Indiana, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set his hand and seal this 24th day of April, 2009

Stephen F. Pietras
STEPHEN F. PIETRAS

Grantee's Address:
2320 Foliage Lane
Dyer, IN 46311

Melina A. Pietras
MELINA A. PIETRAS

State of Illinois, County of Cook ss.

**This Document is the property of
the Lake County Recorder**

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **STEPHEN F. PIETRAS and MELINA A. PIETRAS**, personally known to me to the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, acknowledged that they signed, sealed and delivered the said 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 24th day of April, 2009

Janice Pernel
Notary Public

Commission Expires:



Mail To: ATTORNEY SCOTT D. DILLNER
Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.
16231 Wausau Avenue
South Holland, IL 60473

Tax bills to: STEPHEN and MELINA PIETRAS
2320 Foliage Lane
Dyer, IN 46311