

4
4
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 063017

2009 SEP 15 AM 10:51

MAIL TAX BILLS TO:
AND GRANTEE'S ADDRESS:
1606 Schaller Lane
Dyer, IN 46311

MICHAEL A. BROWN
RECORDER
TAX KEY NO. 45-11-07-178-026.000-034

ADDRESS OF REAL ESTATE
1606 Schaller Lane
Dyer, Indiana, 46311

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantor, MATTHEW R. JaBAAY, of Dyer, Indiana, who hereafter reserves a life estate unto himself and his wife, CLAUDIA JaBAAY, 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, convey and warrant to MATTHEW R. JaBAAY and CLAUDIA JaBAAY, as Trustees, under the provisions of the JaBAAY Living Trust, dated September 02, 2009, the following described real estate in Lake County, Indiana, to-wit:

LOT NO. 71, AS SHOWN ON THE RECORDED PLAT OF BRIAR CROSSING SUBDIVISION, PHASE 2, AND ADDITION TO THE TOWN OF DYER, RECORDED IN PLAT BOOK, 89, PAGE 81 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, IN.

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

Grantors hereby reserve unto themselves, and each of them, a life estate in and to the profits, use and possession of the above described real estate for the rest of their lives.

The Trustees shall have full power and authority 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 the 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

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

SEP 14 2009

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

220

2884

Rm

015474

225

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, 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 charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the real estate or 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, lease 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 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 the 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 is 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 the 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 MATTHEW R. JaBAAY or CLAUDIA JaBAAY, individually, or as 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 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 names, 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 MATTHEW R. JaBAAY and CLAUDIA JaBAAY, as Trustees, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event either MATTHEW R. JaBAAY or CLAUDIA JaBAAY is unable or refuses to act as Trustee, for any reason, then the other shall be permitted to continue to serve as Trustee solely. In the event both MATTHEW R. JaBAAY and CLAUDIA JaBAAY are unable or refuse to act as Trustee, for any reason, then the following individuals shall serve as Successor Trustees, in successive order:

SHAWN BOWMAN
ANNETTE BOWMAN

IN WITNESS THEREOF, the Parties hereto have set their hands and seals on September 02, 2009.

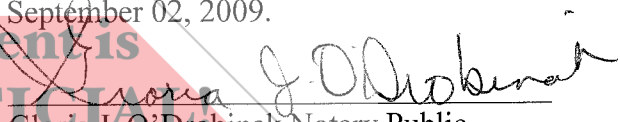

MATTHEW R. JaBAAY



STATE OF INDIANA)
)
COUNTY OF LAKE) SS

I, Gloria J. O'Drobinak, a Notary Public in and for said County and State, do hereby certify that MATTHEW R. JaBAAY, personally known to be the same person whose name Is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes set forth therein.

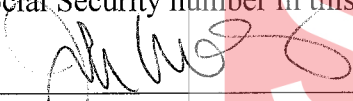
GIVEN under my hand and Notarial Seal on September 02, 2009.


Gloria J. O'Drobinak, Notary Public

My Commission Expires
11-28-2009
Resident of Lake County, IN

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

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


John M. O'Drobinak

Document Prepared By: John M. O'Drobinak, Attorney at Law, 5265 Commerce Drive, Suite A, Crown Point, Indiana 46307, (219) 738-2292

