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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 002111

2010 JAN 13 AM 10:15

Mail Tax Bills To:

NEW PARCEL NOS 45-11-17-227-004.000-036  
45-11-17-227-005.000-036 & 45-11-17-227-006.000-036

(Grantee)

MR. & MRS. MINAS E. LITOS  
12385 Alvina Rose Lane  
St. John, Indiana 46373

**DEED IN TRUST**

THIS INDENTURE WITNESSETH That MINAS E. LITOS and STASIA M. LITOS, husband and wife, of 12385 Alvina Rose Lane, St. John, Lake County, Indiana 46373 (Grantors), CONVEY AND WARRANT to MINAS E. LITOS and STASIA M. LITOS, as Co-Trustees, under the provisions of a trust agreement dated the 25th day of November, 2009, and known as the LITOS FAMILY TRUST, hereinafter referred to as "said Trustee", of 12385 Alvina Rose Lane, St. John, Lake County, Indiana 46373 (Grantee), for and in consideration of Ten (\$10.00) Dollars, the receipt whereof is hereby acknowledged, the following described real estate in Lake County, in the State of Indiana, to-wit:

**Parcel 1:** Part of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 17, Township 35 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, being more particularly described as follows: Commencing at the intersection of the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 with the South right of way line of U.S. 30 (80 feet wide); thence West along the South line of said U.S. Highway 30 a distance of 160 feet; thence South parallel to the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of said Section 17, a distance of 200 feet; thence East parallel to U.S. Highway 30, a distance of 160 feet to the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of said Section 17; thence North 200 feet to the point of beginning, EXCEPTING THEREFROM the East 30 feet thereof, AND ALSO EXCEPTING THEREFROM the North 15.01 feet conveyed to the State of Indiana by Deed recorded April 12, 1993 as Document No. 93022435.

**Parcel 2:** Part of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 17, Township 35 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the intersection of the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 with the South right of

DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

JAN 12 2010

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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way line of U.S. Highway 30 (80 feet wide); thence West along with the south line of U.S. Highway 30 a distance of 30 feet; thence South parallel to the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of said Section 17, a distance of 250 feet; thence West parallel to U.S. Highway 30, a distance of 245 feet; thence South parallel to the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of said Section 17 to the North right of way line of Old Lincoln Highway; thence East along the North right of way line of Old Lincoln Highway to the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 17; thence North along the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of said Section 17 to the point of beginning, in Lake County, Indiana, EXCEPTING THEREFROM the North 15.01 feet conveyed to the State of Indiana by Warranty Deed recorded April 12, 1993 as Document No. 93022435.

**PARCEL 3:** A parcel of land 50 feet by 130 feet described as follows: Part of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 17, Township 35 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the intersection of the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 with the South right of way line of U.S. Highway 30 (80 feet wide); thence West along said Highway 30 a distance of 160 feet; thence South parallel to the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of said Section 17, a distance of 250 feet; thence East parallel to U.S. Highway 30 a distance of 160 feet to the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of said Section 17; thence North 250 feet to the place of beginning, in Lake County, Indiana, EXCEPT the East 30 feet thereof and EXCEPT that part commencing at the intersection of the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 with the South right of way of U.S. Highway 30 (80 feet wide); thence West along the South line of said Highway 30, a distance of 160 feet; thence South parallel to the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of said Section 17, a distance of 200 feet; thence East parallel to U.S. Highway 30 a distance of 160 feet to the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of said Section 17; thence North 200 feet to the place of beginning.

Commonly known as: Grantee's Address:

909 W. Lincoln Hwy.  
Scherville, IN 46375

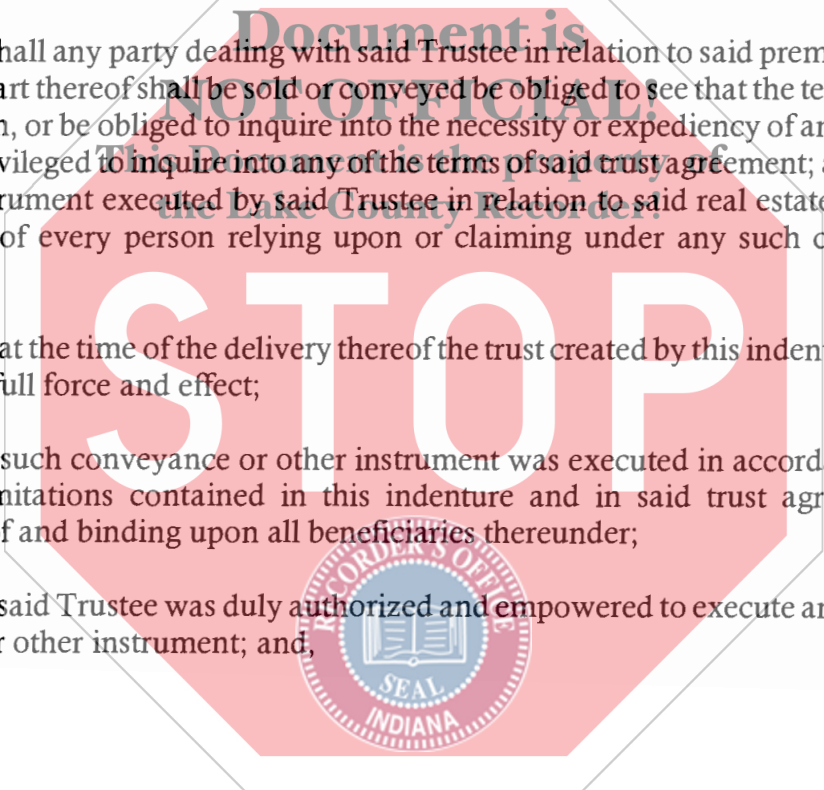
*This instrument is made for the sole purpose of funding the Grantors' Living Trust and is therefore exempt from the disclosure of sales information under State Form 46021, pursuant to I.C. 6-1.1-5.5.*

TO HAVE AND TO HOLD said premises with appurtenances upon the trusts, and for the uses and purposes herein and in said Trust set forth:

Full power and authority is hereby granted to said Trustee to lease, mortgage, sell and convey said real estate and also to encumber same with easements and/or restrictions.

In no case shall any party dealing with said Trustee in relation to said premises or to whom said real estate or any part thereof shall be sold or conveyed 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, 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 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, 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.

Our duly named Successor Trustee shall have all of the powers herein granted to said Trustee in the absence, death or inability to act on the part of said Trustee and any lease, conveyance or mortgage by such Successor Trustee shall be conclusive evidence of his authority to execute the same.

IN WITNESS WHEREOF, the said MINAS E. LITOS and STASIA M. LITOS, husband and wife, have hereunto set their hands and seals this 25th day of November, 2009.



MINAS E. LITOS

*Stasia M. Litos*  
STASIA M. LITOS

*[Handwritten signature]*

