2010 041274

STATE OF INDIANA -AKE COUNTY FILED FOR RECORD

2010 JUL 16 AM 11: 48

MICHELLE R. FAJMAN RECORDER

Tax Key No.: 45-11-10-454-017.000-036

DEED IN TRUST

Mail tax bills to: Çarl R. Topor

Julie Topor 509 Doral Drive

Schererville, IN 46375

This Indenture Witnesseth that

JULIE TOPOR f/k/a JULIE COOK and CARL R. TOPOR

who hereafter reserve unto themselves a life estate (GRANTORS)

of the County of Lake, State of INDIANA

CONVEY AND WARRANT to

JULIE TOPOR and CARL R. TOPOR, as Trustees of THE JULIE TOPOR and CARL R. TOPOR LIVING TRUST under the terms and provisions of a certain Trust Agreement and to any successors as Trustee appointed under the Trust Agreement dated July 13, 2010 509 Doral Drive, Schererville, IN 46375 (GRANTEES' NAME and ADDRESS)

of the County of Lake, State of INDIANA

for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described Real Estate in the County of Lake, State of Indiana, to wit:

THE WEST 59.0 FEET BY PARALLEL LINES OF LOT 16 IN THE GREENS OF SCHERWOOD, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 79 PAGE 3, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as:

509 Doral Drive, Schererville, IN 46375

Subject to: real estate taxes not due and payable, and covenants and restrictions of record, building lines of record, easements of record, use or occupancy restrictions and zoning laws and DULY ENTERED FOR TAXATION FINAL ACCEPTANCE FOR TRANSFER

TO HAVE AND TO HOLD said real estate and appurtenances thereto upon the trusts set forth in said Trust Agreement and for the following uses:

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

2. The Trustee (or Trustees as the case may be) is invested with the following a superior of the control of the

2. 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 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.

- 3. 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 compiled 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/she or they were duly appointed and are fully invested with the title, estate, rights, powers and duties of the preceding Trustee.
- 4. The interest of each and every beneficiary under said Trust Agreement and hereunder, and 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.

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.

No title examination was conducted by the preparer of this Deed.

IN WITNESS WHEREOF, the Grantor has executed this Deed, this 13th day of July,

2010.

ULIE TOPOR f/k/a JULIE COOK/

CARL R. TOPOR

State of INDIANA, County of Lake

Before me, Morcia C. Clerg, a Notary Public in and for the County, in the State aforesaid, this 13th day of July, 2010 personally appeared:

JULIE TOPOR f/k/a JULIE COOK and CARL R. TOPOR

who acknowledged the execution of the foregoing Deed in Trust and who, having been sworn, stated that any representations therein contained are true.

Marcia L. Clegg
Resident Of
Lake County
Commission expires

County of Residence

NOTARY PUBLIC

Instrument Prepared By: Marcia L. Clegg, 15 Lawndale Street, Hammond, IN 46324

I, MARCIA L. CLEGG, 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.

Mail To:

Marcia L. Clegg

CLEGG & FAULKNER, P.C.

15 Lawndale Street Hammond, IN 46324