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MAIL TAX BILLS TO:

KEY NO.: 45-09-21-102-004.000-045

Melinda B. Rhodes, Trustee 4591 West 900 South West Weber, Utah 84404

DEED IN TRUST

THIS INDENTURE WITNESSETH, that

OWEN ESTATE, LLC, an Indiana limited liability company, Grantor, of Lake County, in the State of Indiana,

TRANSFERS AND CONVEYS TO

MELINDA B. RHODES, as Trustee of the DARRELL L. OWEN RESIDUARY TRUST DATED DECEMBER 1, 1990, F/B/O FELICIA L. HODGE, 4591 West 900 South, West Weber, Utah 84404, of Weber County, State of Utah,

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate in Lake County, State of Indiana, to-wit:

An undivided one-half (1/2) interest in the following described real estate:

The North 135 feet of the South 250 feet of the following described property; part of the West 1/2 of the Northwest 1/4 of Section 21, Township 36 North, Range 7 West of the $2^{\rm nd}$ Principal Meridian, described as follows: Beginning at the Northeast corner of the West

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

DEC 1 0 2010

PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR AMOUNT \$ _____ CHARGE _____ CHECK # ____ 7 \(\begin{align*} \begin{align*} \text{CHARGE} & \text{CHECK # ____ 7 \(\begin{align*} \begin{align*} \text{CMPY} & \text{COPY} & \text{COMPY} & \text{CLERK} & \text{CLERK} \end{align*}

1/2 of the Northwest 1/4 of said Section 21; thence South along the East line of the West 1/2 of the Northwest 1/4 of said Section to the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 21; thence West at right angles a distance of 274.37 feet; thence Northwesterly with an interior angle of 134 degrees 59 minutes 45 seconds to the Easterly bank of Deep River; thence Northerly along the Easterly bank of Deep River to the North line of said Section 21; thence East on the North line of Section 21 to the place of beginning, except the Southwesterly 10 feet by parallel lines thereof.

SUBJECT, NEVERTHELESS, TO THE FOLLOWING:

- 1. Real estate taxes for 2009 payable in 2010 and all taxes thereafter.
- 2. Covenants, easements and restrictions of record.
- 3. Applicable building codes and zoning ordinances.

<u>ADDRESS OF REAL ESTATE</u>: 3080 Shelby Street, Hobart, Indiana 46342.

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

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and 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 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 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.

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.

The undersigned person executing this deed on behalf of Grantor represents and certifies that the undersigned is the duly appointed Manager of the Grantor and has been fully empowered by proper resolution, to execute and deliver this deed; that the Grantor is a limited liability company in good standing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full capacity to convey the real estate described; and that all necessary action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this $30^{\rm th}$ day of November, 2010.

OWEN ESTATE, LLC

BY: Melinda B. RHODES, Manager

STATE OF UTAH)
) SS:
COUNTY OF WEBER)

Before me, the undersigned, a Notary Public in and for said County and State, this day of December, 2010, personally appeared MELINDA B. RHODES, as Manager of Owen Estate, LLC, an Indiana limited liability company, and acknowledged the execution of the above and foregoing Deed in Trust.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Sopt. 17,2012

Resident of Weber County, Utah

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. $_{\mbox{\scriptsize A}}$

ANN MARTE WOOTWINE

This instrument prepared by Ann Marie Woolwine, Attorney At Law, 9191 Broadway, Merrillville, Indiana 46410

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