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MIC RECORDER

WARRANTY DEED IN TRUST

Grantee's Mailing Address:

1140 S. Evergreen Kankakee, IL 60901 Property Address: 525 S. Lakeview Dr.

Lowell, IN 46356

Tax Parcel No.:

45-19-12-180-013.000-007 45-19-12-180-017 000-007

This Indenture Witnesseth, that **Janice Simms**, a married women, Conveys and Warrants to **Richard G Simms**, as Trustee of the **Richard G Simms Revocable Trust**, dated August 16, 2012, for the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, the following described real estate in Lake County, in the State of Indiana.

Lots 16 and 17, Block 1 Dalecarlia, as shown in Plat Book 22, page 18, in Lake County, Indiana.

Subject to real estate taxes not yet due and payable

Subject to a mortgage in favor of Community Central Mortgage Company LLC recorded October 2, 2008, in the Office of the Recorder of Lake County, Indiana, as Instrument No. 2008 068317.

Subject to any and all easements, agreements, and restrictions of record, and to legal highways

TO HAVE AND TO HOLD the said premises with the appurtenances 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 re-subdivide 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 future and upon any terms and for any period or periods of time, not exceeding in the case of any single damage, the term of 198 years, and to renew or extend leases upon any terms.

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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 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 waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise

Signed this 10 day of 11910, 2012

STATE OF ILLINOIS Acknowledgment COUNTY OF KANKAKEE) Before me, a Notary Public in and fore the said County and State, personally appeared Janice Simms, who acknowledged the execution of the foregoing Warranty Deed in Trust, and who, having been duly sworn, stated that any representations therein contained are true. Witness my hand and notarial seal this Signature Printed. OFFICIAL SEAL This MELISSA C. ST. LOUIS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 01/21/2018 Residing In: Kankakeeder! County, IL PREPARED BY Paula M Jacobi BARMANN, BOHLEN & JACOBI, P.C. 200 E Court Street, Suite 602 Kankakee, Illinois 60901 (815) 939-1133