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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 059886

2012 SEP -4 PM 3:19

MICHELLE B. FAJMAN
RECORDER

DEED IN TRUST

THIS INDENTURE WITNESSETH that the GRANTORS, **Frank G. Wachter and Rita Mae Wachter a/k/a Rita M. Wachter, husband and wife**, for and in consideration of the sum of Ten (\$10.00) Dollar, and other good and valuable consideration, the receipt of which is hereby acknowledged, convey and warrant to GRANTEES, **Frank G. Wachter and Rita M. Wachter**, as Trustees, under the provisions of that certain Trust Agreement dated the 29th day of August, 2012, and known as the Wachter Living Trust, the following described real estate in Lake County, Indiana, legally described on the attached *Exhibit A*, to have and to hold the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth, and *retaining a Life Estate in the above-referenced real estate to Grantors*.

Full power and authority is hereby granted to the Trustee 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 such successor or successors in trust all of the title, estate, powers and authorities vested in the Trustee, 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 hereafter, to contract to make leases and to grant 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 Trustee 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 Trustee, 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 Trustee, 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 Trustee, or any successor in trust in relation to the real estate shall be conclusive evidence in favor of every person (including the Recorder of the County) 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 such 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 binding upon all beneficiaries thereunder, (c) that the Trustee, 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 such successor or successors in trust have been properly appointed and are fully vested with all the subject to

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

SEP 04 2012

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither **Frank G. Wachter and Rita M. Wachter**, 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 Trustee 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 Trustee, in their own name, as Trustee of an express trust, and not individually (and the Trustee 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 Trustee 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 Timothy D. Bakker and Elizabeth R. Bakker, as Trustees, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event that **Frank G. Wachter and Rita M. Wachter** are both unable to or refuse to act as Trustees, for any reason, then, and in such event, the named Successor Trustee or Trustees so designated as such in the Trust of the GRANTORS set forth hereinabove, any amendments thereto, any restatements in replacement thereof, or any replacement Trust Agreements, shall serve as successor Trustee or Trustees.



IN WITNESS THEREOF, the undersigned hereto have set their hands and seal this 30th day of August, 2012.

Frank Wachter
Frank G. Wachter

Rita Wachter
Rita Mae Wachter
a/k/a Rita M. Wachter

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, Timothy R. Kuiper, a Notary Public in and for said County and State, do hereby certify that **Frank G. Wachter and Rita Mae Wachter a/k/a Rita M. Wachter, husband and wife**, personally known to be the same people whose names are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of August, 2012.

**TIMOTHY R. KUIPER
NOTARY PUBLIC
SEAL
STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXPIRES MAY 21, 2019**

Timothy R. Kuiper
Timothy R. Kuiper, Notary Public



Mail Tax Bills to: Frank and Rita Wachter, Trustees, 13578 Calumet Ave, Cedar Lake, Indiana 46303

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law and this document was prepared by Timothy R. Kuiper, AUSTGEN KUIPER & ASSOCIATES, P.C., 130 North Main Street, Crown Point, Indiana, 46307.

EXHIBIT A

PARCEL 1:

A part of the Northeast Quarter of the Northeast Quarter of Section Twenty-five (25) in Township Thirty-Four (34) North, of Range Ten (10) West of the Second Principal Meridian, described as follows: Commencing twelve (12) rods North and thirty three (33) rods and four and one half (4½) feet West of the Southeast corner thereof, and run thence West one hundred and eleven (111) feet, thence North twelve (12) rods, thence East one hundred and eleven (111) feet, thence South twelve (12) rods to the place of beginning, containing one half (½) acre more or less, in Lake County, Indiana.

Commonly known as: 13628 Calumet Avenue, Cedar Lake, Indiana 46303

Parcel Number: 45-14-25-226-003.000-013

PARCEL 2:

The South 24 rods of the West 46 rods and 13 feet of the Northeast quarter of the Northeast quarter of Section 25, Township 34 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana; excepting therefrom the tract of land beginning: twelve (12) rods North and thirty three (33) rods and four and one half (4½) feet West of the Southeast corner thereof, and run thence West one hundred and eleven (111) feet, thence North twelve (12) rods, thence East one hundred and eleven (111) feet, thence South twelve (12) rods to the place of beginning.

Commonly known as: 13628 Calumet Avenue, Cedar Lake, Indiana 46303

Parcel Number: 45-14-25-226-002.000-013

PARCEL 3:

That part of the West half of the Northwest quarter of Section 30, Township 34 North, Range 9, West of the 2 P.M. described as: Commencing at a point on the South line of said Northwest quarter which is 28 rods East of the Southwest corner thereof and running thence North 89 rods to the center of the public highway; thence Easterly along the center line of said highway to the East Line of said West half of the Northwest quarter section; thence South to the Southeast corner thereof; thence West to the place of beginning, except that part thereof commencing at a point twenty eight (28) rods East and eighty-nine (89) rods North of the Southwest corner of said Northwest quarter on the South line of the public road, running thence East seven (7) rods and four (4) feet; thence South twenty-eight (28) rods; thence West seven (7) rods and four (4) feet; thence North twenty-eight rods to the place of beginning, and except that part thereof described as: Commencing at a point 89 rods North and 35 rods and 4 feet East of the Southwest corner of said Northwest quarter, which said point lies in the center of a public highway, running thence East 11 rods, 6 feet; thence South 28 rods; thence West 11 rods 6 feet; thence North 28 rods to the place of beginning, and except the part conveyed by Deed Record 858, page 99, and also except part conveyed by Deed Record 1031, page 405.

(Also known as: PT. W2 NW S.30 T.34 R.9 19.73AC.)

Commonly known as: 13628 Calumet Avenue, Cedar Lake, Indiana 46303

Parcel Number: 45-15-30-151-012.000-013

PARCEL 4:

The South 10 rods of the West 28 rods of the West One Half of the Northwest quarter of Section 30, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana.

(Also known as: W. 1.75AC. OF S. 6AC. OF W2 NW S.30 T.34 R.9 1.75AC.)

Commonly known as: 13628 Calumet Avenue, Cedar Lake, Indiana 46303

Parcel Number: 45-15-30-151-004.000-013

PARCEL 5:

That part of the West One Half of the Northwest Quarter of Section 30, Township 34 North, Range 9 West of said 2nd P.M. described as: Commencing at a point on the South line of said Northwest Quarter which is 28 rods East of the Southwest corner thereof and running thence North 89 rods to the center of the public highway; thence Easterly along the center line of said highway to the East line of said quarter quarter section, thence South to the Southeast corner thereof, thence West to the place of beginning, except that part thereof commencing at a point twenty-eight (28) rods East and eighty-nine (89) rods North of the Southwest corner of said Northwest Quarter on the South line of the public road, running thence East to the intersection of said public road (135th Avenue) and the West line of said Section 30; thence South 27 rods along the West line of said Section 30; thence Westerly parallel with said public road to a point 28 rods East and 62 rods North of the Southwest corner of the Northwest quarter of said

Section 30; thence North to the point of beginning and also excepting, the South 10 rods of the West 28 rods of the West One Half of the Northwest quarter of said Section 30.

(Also known as: PT. FRAC. W2. NW. S.30 T.34 R.9 10.52AC)

Commonly known as: 13628 Calumet Avenue, Cedar Lake, Indiana 46303

Parcel Number:: 45-15-30-151-003.000-013

PARCEL 6:

The Northeast quarter of the Northeast quarter of Section 25, Township 34 North, Range 10 West of the Second Principal Meridian, excepting therefrom the tract of land described as follows: Commencing at the Southeast corner of said 40 acre tract and running thence West 33 rods, 3½ feet; thence North 12 rods, thence West 1 foot; thence North 12 rods; thence East 219 feet; thence North 16 rods; thence East 10 rods; thence North 8 rods more or less to a point due West of a point on the East line of said 40 acre tract, which is 32 rods South of the Northeast corner thereof; thence East to said point on the East line of said 40 acre tract, which is 32 rods South of the Northeast corner thereof; thence South along the East line of said 40 acre tract to the place of beginning, and also excepting, the South 24 rods of the West 46 rods 13 feet of the said Northeast quarter of the Northeast quarter of Section 25.

(Also known as: PT. NE. NE. S.25 T.34 R.10 25.55A)

Commonly known as: 13628 Calumet Avenue, Cedar Lake, Indiana 46303

Parcel Number: 45-14-25-226-001.000-013

PARCEL 7:

Part of the Southeast quarter of the Northeast quarter of Section 25, Township 34 North, Range 10 West of the 2nd P.M., more particularly described as being that part of said quarter quarter Section lying Southerly of a line commencing at a point on the East line thereof 26.5 rods South of the Northeast corner thereof; thence West 33 rods 3½ feet West to a point; thence North 11.5 rods to a point 15 rods South and 33 rods 3½ feet East of the Northeast corner of said quarter quarter Section; thence West to a point on the West line of said quarter quarter Section 15 rods South of the Northwest corner thereof, excepting therefrom: A part described as follows: Beginning at a point which is 33 rods, 3½ feet West and 15 rods South of the Northeast corner of said quarter quarter, running thence West 46 rods 13 feet to the Northwest corner thereof; thence South to the Southwest corner thereof; thence East to a point which is 356 feet West of the Southeast corner thereof; thence North parallel with the East line of said Southeast ¼ of the Northeast ¼ 882.75 feet, more or less, to a point 26½ rods South of the North line of said Southeast ¼ of the Northeast ¼; thence West 192 feet to a point 33 rods 3½ feet West of the East line thereof; thence North to the place of beginning. And also excepting the South 718.3 feet of the East 356 feet of said Southeast quarter of the Northeast quarter.

(Also known as: PT OF E.365FT OF SE1/4 NE1/4 S.25 T.34 R.10 1.017)

Commonly known as: 13578 Calumet Avenue, Cedar Lake, Indiana 46303

Parcel Number: 45-14-25-276-005.000-013

