IV.

DIATE OF NOTANA LAKE COUNTY FLED FOR RECORD

2012 085042

2012 DEC -4 AM 9: 08

Mail Tax Bills To:

Key No..: REDURDER

433 Madera St Crown Poews In. 46307

**DEED IN TRUST** 

THIS INDENTURE WITNESSETH, that the Grantor, DELORES HASSE, of Lake County, Indiana, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to DELORES HASSE AS TRUSTEE UNDER THE PROVISIONS OF THE HASSE FAMILY TRUST DATED JUNE 17, 2004 the following described real estate in Lake County, Indiana, to wit:

## SEE ATTACHED LEGAL DESCRIPTION

to have and to hold the said real estate with all improvements, upon the trusts, and for the uses and purposes set forth herein and in the Trust Agreement. The Grantor further reserves a Life Estate in and to Parcel V of the attached legal description.

The Trustee shall have full power and authority as 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 re-subdivide 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 the 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 present or in future, 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 changes 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 there shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, or any successor in trust, be obligated 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 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 the 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 is 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 the 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.

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

DEC 04 2013

PEGGY HULINGA KATONA LAKE COUNTY AUDITOR AMOUNT \$ \_\_\_\_\_CHARGE \_\_\_\_\_CHECK # \_\_\_\_\_3783 \_\_\_\_OVERAGE \_\_\_\_\_COPY \_\_\_\_NON-COM \_\_\_\_\_CLERK \_\_\_\_\_

This conveyance is made upon the express understanding and condition that DELORES HASSE, individually, or as Trustee, 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 Trustees 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 his 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; 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 DELORES HASSE, as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event DELORES HASSE is unable or refuses to act as Trustee, for any reason, then John Hasse and Nancy Limbaugh shall serve as Co-Successor Trustee

IN WITNESS WHEREOF, the Party hereto has set her hand and seal on this 29<sup>th</sup> day of November, 2012.

Delores Hasse

STATE OF INDIANA

)SS:

COUNTY OF LAKE

I, Richard A. Zunica, a Notary Public in and for said County and State, do hereby certify that Delores Hasse, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the instrument as her free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 29th day of November, 2012.

Richard A. Zunica, Notary Public

My Commission expires: 08/31/2014

County of residence: Porter

Porter County

My Commission Expires

August 31, 2014

is document

RICHARD A ZUNICA

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

This instrument prepared by

Richard A Zunica, Attorney at Law, 162 Washington Street, Lowell, Indiana 46356, (219) 696-0100, File No 12-992

### Exhibit A

The South % of the Southeast % if the Southwest %; the South % of the Southwest of the Southeast %; The South % of the Mortheast % of the Southwest %; That part of the South % of the South % of the Southwest % of the Southwest % of the Southwest % of the Southwest % lying Sesterly of the Emover and West Crock Ditch: all in Section 31, Township 34 North, Range 9 West of the 2<sup>nd</sup> Principal Meridiam, in Lake County, Indians, excepting therefrom, part of a parcel described in Document No. 752975, recorded April 16, 1984, being more perticularly described as Follows: the Mast 658.00 feet of the South helf of the Southwest Quarter of the Southwest Quarter of Section 31, Township 34 North, Range ? West of the Second Principal Meridiam, in Lake County, Indiana.

# Parcel II

The Northwest % of the Morthwest %; The North 60 access of the East % of the Northwest %, except that part of the Morth % of the Southeast % of said Northwest % lying Easterly of the Morth % of the Southeast % of said Northwest % lying Easterly of the denter line of Nest Creek Ritch; the North % of the Northeast %, except the East 792 feast thereof; All in Section 6, Township 33 North, Range 9 West of the Amprincipal Maridian, in Lake County, Indiana, excepting therefrom, part of a parcel described in Document No. 752975, recorded April 16, 1984 and all of a parcel described in Document No. 963098, recorded February 12, 1988; said percels dombined being more particularly described as follows: heginning at the Southwest corner of the Mast 746 feet of the North half of the Morthmat Quarter of Species 6, Township 33 Morth, Range 9 West of the Southwest corner of the East County. Indiana, said point being the Southwest corner of Spring Lake Estates Subdivision as shown in Plat Book 4, page 114; thence Worth 00 degrees 61 minutes 16 septeds East, 1384.14 feet along West line of Said 740 feet and the West line of Said Spring Lake Estates to the North line of said Northeast Cuarter; thence South 86 degrees 39 minutes 35 Seconds West, 1130,32 feet along said North line; themce South 10 degrees 87 minutes 09 seconds west 1283,02 feet to the South line of the Morth half of said Northeast Cuarter; thence South 88 degrees 48 minutes 22 Medonds East, 1255.74 feet along said South 13 ne to the point of beginning.

The West 32.00 feat of the East 792.00 feet of the Morth half of the Mortheast Quarter of Section 5, Township 33 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana.

## Parcel IV

Lots 1, and 3, Hasse Estates as shown in Plat Book 103, page 43, in the Office of the Recorder of Lake County, Indiana.

## Parce1

LOT 27 IN PENN OAK UNIT ONE, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 88, PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

KEY NO. 45-16-09-404-028.000-042

