# Deed Into Trust

STATE OF INDIA LAKE COUNTY FILED FOR RECORD

This Indenture Windsetth that the Gan C. Kristoff Living Trust, dated June 26, 2001, who hereafter reserbes a life estate unto herself, 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 the Amy Jean Kristoff Living Trust, dated the day of the sum of 2013, the following described real estate in Lake County, Indiana, to-wit:

#### SEE ATTACHED,

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.

Grantor hereby reserves unto herself, a life estate in and to the profits, use and possession of the above described real estate for the rest of her life.

The Trustee shall have full power and authority to improve, manage, protest 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 praesenti or in futureo, 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 consideration 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 part 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 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 the English of Subject and is binding upon all beneficiaries thereunder, (c) that the Trustee, , or any successor in trust deed, lease, mortgage or other

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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, her or their predecessor in trust.

This conveyance is made upon the express understanding and condition that Amy J. Kristoff, individually, or as Trustee, nor her 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 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). 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 al 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 best in the Amy Jean Kristoff Living Trust, as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event Amy J. Kristoff is unable to refuses to act as Trustee, for any reason, then the following individuals shall serve as Successor Trustees, in successive order:

Ameriprise Financial Trust Department

IN WITNESS THEREOF, the Party hereto has set her hand and seal on the day of Amy J. Kristoff, a/k/a Amy Jean Kristoff, a/k/a Amy Kristoff

STATE OF INDIANA

) SS:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County, this \_\_\_\_\_\_ day of July, 2013, came Amy J. Kristoff, a/k/a Amy Jean Kristoff, a/k/a Amy Kristoff and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires: 03/27/2021

County of Residence: Porter

Shawna Wakefield, Notary Public

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: D. Eric Neff, Attorney At Law, 300 N. Main St. Suite D. Crown Point, IN 46307

## Legal Descriptions

#### **PARCEL ONE:**

Key Number: 45-15-14-251-001.000-041 and 45-15-14-276-001.000-041

The Northeast Quarter of Section 14, Township 34 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian, except that part of the above described tract as follows: Beginning at the Northeast corner of said Northeast Quarter; thence South along the East line of said Northeast Quarter a distance of 871.2 feet; thence West a distance of 500.0 feet; thence North parallel to the East line of said Northeast Quarter a distance of 871.2 feet to the North line of said Northeast Quarter; thence East along said North line a distance of 500.0 feet, to the point of beginning, and except the West 660 feet of the North 1, 320 feet to the Northeast Quarter of Section 14 and also except that part described as follows:

Beginning at a point on the North line of said Northeast Quarter which point is 500.0 feet West of the Northeast corner of said Section 14; then South 217.8 feet; thence West 100 feet; thence North 217.8 feet to the North line of said Northeast Quarter; thence East 100.0 feet; to the place of beginning, all in Lake County, Indiana, except:

Part of the South Half (S½) of the Northeast Quarter (NE¾) of Section 14, Township 34 North, Range 9 West of the Second Principal Meridian, situated in Lake County, State of Indiana, and being more particularly described as follows:

Beginning at a point on the North line of said Northeast Quarter which point is 500.0 feet West of the Northeast corner of said Section 14; thence South 217.8 feet; thence West 100 feet; thence East 100 feet to the place of beginning, all in Lake County, Indiana, except:

Beginning at the Southwest corner of the Northeast Quarter (NE¼) of said Section 14; thence North 0°-45′ – 24″ East along the West line of Northeast Quarter (NE¼) of said Section 14 a distance of 915.75 feet to the TRUE POINT OF BEGINNING of this description; thence continuing North 0°-45′ – 24″ East along the West line of the Northeast Quarter (NE¼) of said Section 14 a distance of 303.69 feet to a point; thence South 28°-50′ – 34″ East a distance of 1404.32 feet to a point on the South line of the Northeast Quarter (NE¼) of said Section 14; thence North 89°-06′ – 35″ East a distance of 520.90 feet from the Southwest corner of the Northeast Quarter (NE¼) of said section 14; thence North 28°-50′ – 34″ West a distance of 1054.58 feet to the true point of beginning of this description.

Commonly known as 6609 W. 117<sup>th</sup> Avenue, Crown Point, Indiana 46307 Grantees Address is 6609 W 117th Avenue, Crown Point, Indiana 46307

#### PARCEL TWO

Key Number: 45-15-14-404-005.000-041

Lots 140, 141 and 142 Pon and Company's Woodland Estates Addition, as shown in Plat Book 24, Page 81 in Lake County, Indiana, EXCEPTING that portion of Lot 140 particularly described as follows:

Beginning at the Northeast corner of said Lot 140; thence South 0° 04 minutes 57 seconds West along the East line of said Lot 140 and the West line of Oak Street a distance of 26.28 feet to a point; thence North 61° 35 minutes 38 seconds West a distance of 55.74 feet to a point on the North line of said Lot 140; thence South 89° 43 minutes 33 seconds East along the North line of said Lot 140 a distance of 49.07 feet to the place of beginning of this description.

This Instrument Prepared by: D. Eric Neff, Attorney At Law, 300 N. Main St. Suite D. Crown Point, IN 46307

Commonly known as 12202 Oak Street, Crown Point, Indiana 46307 Grantees Address is 6609 W 117<sup>th</sup> Avenue, Crown Point, Indiana 46307

#### PARCEL THREE

Key No. 45-15-14-404-006.000-041

Lots 143, 144 and 145, Pon and Company's Woodland Estates Addition, as shown in Plat Book 24, Page 81, in Lake County, Indiana.

Commonly known as 12280 Oak Street, Crown Point, Indiana 46307 Grantees Address is 6424 West 114<sup>th</sup> Court, Crown Point, Indiana 46307

#### PARCEL FOUR

Key No. 45-15-14-226-001.000-041

The Northeast ¼ of Section 14 Township 34 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian in Lake County, Indiana, excepting therefrom the East 500 feet of the North 871.2 feet thereof, and also excepting the West 660 feet of the North 1320 feet thereof, and also excepting therefrom the following: Beginning at a point in the North line of said Northeast ¼ which is 500 feet West of the Northeast corner thereof; thence South 217.8 feet; thence West 100 feet; thence North 217.8 feet to said North line; thence East 100 feet to the point of beginning, Lake County, Indiana.

Commonly known as 6609 W. 117<sup>th</sup> Avenue, Crown Point, Indiana 46307 Grantees Address is 6609 W 117<sup>th</sup> Avenue, Crown Point, Indiana 46307

**PARCEL FIVE:** 

Key No. 45-15-14-201-003.000-041

The East 330 feet of the West 660 feet of the North 1320 feet of the Northeast ¼ of Section 14, Township 34 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian, Lake County, Indiana.

the Lake County Recorder!

Commonly known as 7017 W. 117<sup>th</sup> Avenue, Crown Point, Indiana 46307 Grantee's Address is 6609 W 117<sup>th</sup> Avenue, Crown Point, Indiana 46307

### PARCEL SIX:

Key No. 45-15-11-478-004.000-041

Lot 7 in Beaver Dam Acres Unit 2 as per plat thereof, Recorded in Plat Book 46 page 140 in the Office of the recorder of Lake County, Indiana.

Commonly known as 6424 West 114<sup>th</sup> Court, Crown Point, Indiana 46307 Grantee's Address is 6609 W 117<sup>th</sup> Avenue, Crown Point, Indiana 46307

This Instrument Prepared by: D. Eric Neff, Attorney At Law, 300 N. Main St. Suite D. Crown Point, IN 46307