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2013 053005

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 JUL 19 AM 10:58

MICHAEL B. BROWN  
RECORDER

# DEED IN TRUST

Mail tax bills to: Mr. Arnold Schmidt  
Mrs. Ann Schmidt  
5 172nd Street  
Hammond, IN 46324

Tax Key No.: 45-06-12-351-013.000-023

This Indenture Witnesseth that

**ARNOLD L. SCHMIDT a/k/a ARNOLD LLOYD SCHMIDT and MILDRED ANN SCHMIDT a/k/a ANN SCHMIDT,**  
who hereafter reserve unto themselves  
a life estate  
(GRANTORS)

of the County of LAKE, State of INDIANA

CONVEY AND WARRANT to

**ARNOLD SCHMIDT and ANN SCHMIDT, as TRUSTEES of  
THE SCHMIDT FAMILY TRUST!**

under the terms and provisions of a certain  
**Trust Agreement and any successors as Trustee appointed under the Trust Agreement**

**Dated June 20, 2013,**

5 172nd Street, Hammond, IN 46324  
(GRANTEE'S NAME and ADDRESS)

JULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

JUL 19 2013

of the County of LAKE, State of INDIANA

for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration,  
the receipt of which is hereby acknowledged, the following described Real Estate in the County  
of Lake, State of Indiana, to wit:

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

LOT "G" AND THE WEST 5 FEET OF LOT "H" EGGBRECHTS SECOND  
ADDITION TO THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED  
IN PLAT BOOK 19, PAGE 6 IN THE OFFICE OF THE RECORDER OF LAKE  
COUNTY, INDIANA.

Commonly known as: 5 172nd Street, Hammond, IN 46324

Subject to: real estate taxes not due and payable, and covenants and restrictions of record,  
building lines of record, easements of record, use or occupancy restrictions and zoning laws and

\$20  
#7340  
EB

ordinances.

TO HAVE AND TO HOLD said real estate and appurtenances thereto upon the trusts set forth in said Trust Agreement and for the following uses:

1. Grantors hereby reserve unto themselves a life estate in and to the profits, use and possession of the above described real estate for the rest of their lifetimes.

2. The Trustee (or Trustees, as the case may be), is invested with the following powers: (a) to manage, improve, divide or subdivide the trust property, or any part thereof, (b) to sell on any terms, grant options to purchase, contract to sell, to convey with or without consideration, to convey to a successor or successors in Trust, any or all of the title and estate of the trust, and to grant to such successor or successors in trust all the powers vested in the Trustee, (c) to mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans, (d) to dedicate parks, street, highways or alleys, and to vacate any portion of the premises, (e) to lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.

3. Any party dealing with the Trustee with regard to the trust property, whether by contract, sale, mortgage, lease or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration given, nor shall be required to see that the terms of the trust have been compiled with, or to enquire into the powers and authority of the Trustee, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument; that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that said instrument so executed was pursuant to and in accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said instrument is executed by a successor or successors in trust, that he/she or they were duly appointed and are fully invested with the title, estate, rights, powers and duties of the preceding Trustee.

4. The interest of each and every beneficiary under said Trust Agreement and hereunder, and all persons claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property, and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.

All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

There is no monetary consideration for this Deed.  
No title examination was done by the preparer of this Deed.

IN WITNESS WHEREOF, the Grantors have executed this Deed, this 20th day of June, 2013.

*Arnold L. Schmidt*  
*Arnold Lloyd Schmidt*  
ARNOLD L. SCHMIDT a/k/a ARNOLD  
LLOYD SCHMIDT  
*Mildred Ann Schmidt*  
*Ann Schmidt*  
MILDRED ANN SCHMIDT a/k/a ANN  
SCHMIDT

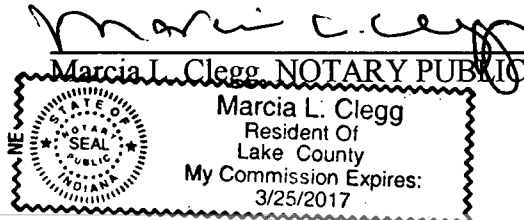
State of Indiana, County of Lake

Before me, Marcia L. Clegg, a Notary Public in and for the County, in the State aforesaid, this 20th day of June, 2013 personally appeared:

ARNOLD L. SCHMIDT a/k/a ARNOLD LLOYD SCHMIDT and  
MILDRED ANN SCHMIDT a/k/a ANN SCHMIDT

who acknowledged the execution of the foregoing Deed in Trust and who, having been sworn, stated that any representations therein contained are true.

Commission expires \_\_\_\_\_  
County of Residence \_\_\_\_\_



**Instrument Prepared By: Marcia L. Clegg, 15 Lawndale Street, Hammond, IN 46324**

I, MARCIA L. CLEGG, 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.



Mail To: Marcia L. Clegg  
CLEGG & FAULKNER, P.C.  
15 Lawndale Street  
Hammond, IN 46324

