STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2013 055353

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MICHAEL B. BROWN RECORDER

MAIL TAX-BILLS TO: 6305 West 245th Avenue Lowell, Indiana 46356

DUP NO.: 45-27-01-101-001.000-007 and 45-27-01-101-004.000-007

# **DEED IN TRUST**

THIS INDENTURE WITNESSETH, that the Grantors, Barbara R. Starr, 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 Barbara R. Starr Trust dated February 23, 2000 the following described real estate in Lake County, Indiana, to wit:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION

Commonly known as:

Grantees address: 6305 West 245th Avenue, Lowell, Indiana 46356

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 said Property.

**Document** is 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. 16

NORTHWEST INDIANA TITLEN SUBJECT 162 WASHINGTON STREET OR TRANSFER LOWELL, INTERESTANDE TO 2013	
	004587
PEGGY HOLINGA KATONA	

AMOUNT \$_	<u> </u>
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CHECK #	/337
OVERAGE_	
COPY	
NON-COM.	$\alpha$
CLERK	<u></u>

This conveyance is made upon the express understanding and condition that Barbara R. Starr, 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 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 Barbara R. Starr, as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event Barbara R. Starr is unable or refuses to act as Trustee, for any reason, then Bernard W. Starr and Heidi F. Geib shall serve as Successor Trustees.

IN WITNESS WHEREOF, the Party hereto has set his/her hand and seal on this 29 and day of July, 2013.

Barbara R Starr

STATE OF INDIANA

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**COUNTY OF LAKE** 

I, Richard A. Zunica, a Notary Public in and for said County and State, do hereby certify that Barbara R. Starr, personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 25 day of July, 2013.

RICHARD A. ZUNICA
Potter County
My Commission Expires
August 31, 2014

My Commission expires: 08-31-2014

County of residence: Porter

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. 13-

# LEGAL DESCRIPTION

#### PARCEL 1:

PART OF THE FRACTIONAL ½ OF THE NORTHWEST ¼ (EXCEPT THE EAST 1550.93 FEET) OF SECTION 1, TOWNSHIP 31 NORTH, RANGE 9 WEST OF THE 2<sup>ND</sup> P.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE THEREOF 170 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 733.91 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE THEREOF 385.5 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE THEREOF 733.91 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 385.5 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 400 FEET BY PARALLEL LINES, IN LAKE COUNTY, INDIANA.

### PARCEL 2:

PART OF THE FRACTIONAL % OF THE NORTHWEST ¼ (EXCEPT THE EAST 1550.93 FEET) OF SECTION 1, TOWNSHIP 31 NORTH, RANGE 9 WEST OF THE 2<sup>ND</sup> P.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE THEREOF 385.5 FEET TO THE POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE THEREOF 224 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE THEREOF 354.67 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE THEREOF 224 FEET THENCE EAST ALONG SAID NORTH LINE 354.67 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

## PARCEL 3:

PART OF THE FRACTIONAL ½ OF THE NORTHWEST ¼ (EXCEPT THE EAST 1550.93 FEET) OF SECTION 1, TOWNSHIP 31 NORTH, RANGE 9 WEST OF THE 2<sup>ND</sup> P.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE THEREOF 740.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE THEREOF 224 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE THEREOF 354.67 FEET; THENCE SOUTH PARALLEL WITH EAST LINE THEREOF 679.91 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE THEREOF 385.5 FEET TO SAID EAST LINE; THENCE SOUTH ALONG SAID EAST LINE 292.89 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE THEREOF 1145.45 FEET TO THE WEST LINE THEREOF; THENCE NORTH ALONG SAID WEST LINE 1196.8 FEET TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 405 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.