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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 056269

2013 JUL 31 AM 11:59

MICHAEL B. BROWN  
RECORDER

Mail Tax Bills to:  
1053 Freedom Circle North  
Crown Point, IN 46307

Grantee Address:  
1053 Freedom Circle North  
Crown Point, IN 46307

Parcel No.  
45-12-31-177-004.000-029

**DEED INTO TRUST**

THIS INDENTURE WITNESSETH that **DENNIS N. McDONALD AND ELIZABETH A. McDONALD, HUSBAND AND WIFE**, of Lake County, State of Indiana ("Grantors"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, convey and warrant to **DENNIS N. McDONALD AND ELIZABETH A. McDONALD, AS TRUSTEES OF THE McDONALD FAMILY TRUST U/T/A DATED JULY 10, 2013**, the following described real estate in Lake County, Indiana, to-wit:

Lot 187 (Except the East 57.50 feet as measured along the South line thereof) in Silver Hawk – Phase Two, being a Subdivision of part of the North 1/2 of Section 31, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, recorded in Plat Book 92, page 42, in the Office of the Recorder of Lake County, Indiana.

commonly known as 1053 Freedom Circle North, Crown Point, IN 46307.

In the event of the death, resignation or incapacity of either of Dennis N. McDonald or Elizabeth A. McDonald, as Trustee, or Dennis N. McDonald or Elizabeth A. McDonald cease to be Trustee for any reason, then the remaining of them shall act as sole Trustee. If both Dennis N. McDonald and Elizabeth A. McDonald have died, resigned or incapacitated or cease to be Trustee for any reason, then Colin J. McDonald, as successor Trustee, or any other successor Trustee, shall become, without any further act, deed or conveyance, vested with all the title, right and interest in and to the real estate herein described. Full power and authority is hereby granted to said Trustee and to said Trustee's successor and successors in trust to mortgage, sell and convey such real estate.

In no case shall any party dealing with such Trustee in relation to the real estate or to whom the real estate or any part thereof shall be sold or conveyed be obliged to see that the terms of the Trust Agreement have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms

{File: 01200557.DOC}

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

JUL 31 2013

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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PTS  
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of the Trust Agreement; and every deed, trust deed, or other instrument executed by the Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance or other instrument:


- (a) That at the time of the delivery thereof the trust created by the Trust Agreement was in full force and effect;
- (b) That such conveyance or other instrument was executed in accordance with the conditions and limitations contained in this deed and in the trust agreement or in any amendment thereof and binding upon all beneficiaries thereunder;
- (c) That the Trustee or her successor or successors in trust were duly authorized and empowered to execute and deliver every such deed, trust deed or other instrument; and
- (d) If the conveyance is made by or to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all of the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessors in trust.

Neither the Trustees nor their successor or successors in trust shall be personally liable upon any conveyance of the real estate, either by deed or mortgage. Any successor Trustee shall possess all of the powers herein granted to the original Trustee in the absence, death or inability to act on the part of such Trustee, and any conveyance or mortgage by such successor Trustee shall be conclusive evidence of such Trustee's authority to execute such deed or mortgage.

We hereby elect to treat the property as marital property as that term is defined in Ind. Code 30-4-3-35.

IN WITNESS WHEREOF, the Grantors have caused this Deed to be executed this 30<sup>th</sup> day of July, 2013.

  
DENNIS N. MCDONALD

  
ELIZABETH A. MCDONALD

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Dennis N. McDonald and acknowledged the execution of this instrument this 30<sup>th</sup> day of July, 2013.

My Commission Expires: 07-23-14  
County of Residence: Lake

Diane M. Holdmann  
Diane M. Holdmann, Notary Public  
(printed name)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Elizabeth A. McDonald and acknowledged the execution of this instrument this 30<sup>th</sup> day of July, 2013.

My Commission Expires: 07-23-2014  
County of Residence: Lake

Diane M. Holdmann  
Diane M. Holdmann, Notary Public  
(printed name)

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. Victor H. Prasco

Document Prepared by:

Victor H. Prasco, Burke Costanza & Carberry LLP  
9191 Broadway, Merrillville, IN 46410