

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 003623

2014 JAN 21 AM 9:42

MAIL TAX BILLS TO:
Arlace & Betty Duncan, Trustees
351 S. Park Drive
Griffith, IN 46319

MICHAEL B. BROWN
RECORDER
PARCEL NO. 45-07-34-426-003.000-006

ADDRESS OF REAL ESTATE
425 N. Wiggs St.
Griffith, IN 46319

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantors, Arlace L. Duncan and Betty L. Duncan, Husband and Wife, of Griffith, Indiana, who hereafter reserves a life estate unto themselves, 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 warrant to Arlace L. Duncan and Betty L. Duncan, Husband and Wife, as Co-Trustees, or their successors in trust, under the provisions of the DUNCAN REVOCABLE LIVING TRUST AGREEMENT, dated January 16, 2014, and any amendments thereto, the following described real estate in Lake County, Indiana, to-wit:

Lot 1 in James Addition to the Town of Griffith, as per plat thereof, recorded in Plat Book 53, page 50, in the Office of the Recorder of Lake County, Indiana.

More Commonly known as: 425 N. Wiggs St., Griffith, IN 46319

to have and to hold said real estate with all improvements, upon the trusts, and for the uses and purposes set forth herein and in the Trust Agreement. By conveying such property to trust, it is the intent of the Grantors to hold such property in a matrimonial trust under the provisions of I.C. 30-4-3-35.

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

The Trustee(s) shall have full power and authority 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 resubdivide the real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to

DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

JAN 21 2014

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

00168

M-E
\$22.00
#4725

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(s), 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 commend in praesenti or in futuro, and upon any terms and for any period or periods of time, and 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 or 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(s) 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(s), or any successor in trust, be obliged 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 or privileged to inquire into the authority, necessity or expediency of any act of the Trustee(s), 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(s), 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(s), 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, her or their predecessor in trust.

This conveyance is made upon the express understanding and condition that ARLACE L. DUNCAN and BETTY L. DUNCAN, Husband and Wife, in their individual capacities, or as Co-Trustees, 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 Trustee(s) 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 such purposes, or at the election of the Trustee(s), in his own name, as Trustee(s) of an express trust and not individually (and the Trustee(s) 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(s) 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 all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale of 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 ARLACE L. DUNCAN and BETTY L. DUNCAN, as Co-Trustees, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event ARLACE L. DUNCAN and BETTY L. DUNCAN are unable or refuse to act as Trustee(s), for any reason, then the following individuals shall serve as Successor Trustees, in successive order:

KENT L. DUNCAN
KURT A. DUNCAN

IN WITNESS WHEREOF, the Grantors hereto have set their hand and seal and executed this Deed of Trust on this 16th day of January, 2014.

Arlice L. Duncan
Arlice L. Duncan, Grantor

Betty L. Duncan
Betty L. Duncan, Grantor

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Document B. M. Smith

NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

STATE OF INDIANA
COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, personally appeared ARLACE L. DUNCAN and BETTY L. DUNCAN, HUSBAND AND WIFE, who acknowledged the execution of the foregoing Deed in Trust, and who, having been duly sworn, stated that any representations contained herein are true.

Witness my hand and Notarial Seal this 16th day of January, 2014.

Kelly S. Drake
Kelly S. Drake, Notary Public

My Commission Expires: 05/22/2019
Resident of Jasper County, Indiana

Return deed to: Arlice & Betty Duncan, 351 S. Park Dr., Griffith, IN 46319

This Document prepared by:
Brian M. Smith, #25802-64
Law Offices of Brian M. Smith, P.C.
2260 W. 93rd Avenue
Merrillville, IN 46410

KELLY S. DRAKE
NOTARY PUBLIC
SEAL
STATE OF INDIANA
My Commission Expires May 22, 2019