2014 015887

STATE OF INDIANAL LAKE COUNTY FILED FOR RECORD

2014 MAR 18 PH 12: 42

MICHAEL B. BROWN RECORDER

## **DEED IN TRUST**

Mail tax bills to:

DG Family Trust

2630 Queens Lane

Dyer, IN 46311

This Indenture Witnesseth that

Tax Key No.: 45-11-18-401-013.000-034

DAVID M. KURTH and GAIL A. KURTH

who hereafter reserve unto themselves

a life estate

(GRANTORS)

of the County of LAKE, State of INDIANA

CONVEY AND WARRANT to Document is the property of

DAVID M. KURTH and GAIL A. KURTH, as TRUSTEES of the **DG Family Trust** 

under the terms and provisions of a certain

Trust Agreement and any successors as Trustee appointed under the Trust Agreement, Dated February 24, 2014

2630 Queens Lane, Dyer, IN 46311 (GRANTEES' NAMES and ADDRESS)

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:

LOT 33, CASTLEWOOD UNIT 1, AN ADDITION TO THE TOWN OF DYER, AS SHOWN IN PLAT BOOK 51, PAGE 30, IN LAKE COUNTY, INDIANA, A

> JULY ENTERED FOR TAXATION SUBJECT 1. FINAL ACCEPTANCE FOR TRANSFER

> > MAR 1 8 2014

011347

**PEGGY HOLINGA KATONA** AKE COUNTY AUDITOP

RESUBDIVISION OF CASTLEWOOD UNIT 1, AS PREVIOUSLY RECORDED IN PLAT BOOK 49, PAGE 17, IN LAKE COUNTY, INDIANA, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 4, 1979, AS DOCUMENT NO. 562652, AND PLAT RECORDED OCTOBER 19, 1981, IN PLAT BOOK 54, PAGE 11.

Commonly known as:

2630 Queens Lane, Dyer, IN 46311

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 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 her lifetime.
- 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 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
- 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 or interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title 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.

7

IN WITNESS WHEREOF, the Grantors have executed this Deed, this 24th day of February, 2014. DAVID M. KURTH State of Indiana, County of Lake Before me, Marcia L. Clegg, a Notary Public in and for the County, in the State aforesaid, this 24th day of February, 2014 personally appeared: DAVID M. KURTH and GAIL A. KURTH who acknowledged the execution of the foregoing Deed in Trust and who, having been sworn, stated that any representations therein contained are true. This Document Marcia L. Clegg, NOTA Marcia L. Clegg Resident Of Lake County My Commission Expires: 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