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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 019602

2015 APR -2 PM 1:32

MICHAEL B. BROWN
RECORDER

Trustee's Deed

This Indenture Witnesseth, that Grantor, **HERBERT G. MICHALAK**, not individually, but as Trustee of the **HERBERT G. MICHALAK REVOCABLE TRUST U/T/D 1/4/01**, does hereby grant, bargain, sell and convey to Grantee, **HERBERT G. MICHALAK and FRANCES E. MICHALAK**, not individually, but as Trustees, under the provisions of that certain Trust Agreement dated March 31, 2015, and known as the **MICHALAK LIVING TRUST**, residing at 533 Seminary Drive, Dyer, Indiana for the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the following described Real Estate in Lake County, Indiana, to-wit:

Parcel 1:

The North 46.50 feet of Lot 101, Meadows of Dyer, Phase Two B, an Addition to the Town of Dyer, Lake County, Indiana, as recorded in the Plat thereof in the Office of the Recorder, Lake County, Indiana.

Parcel 2:

Lot 101 (except the North 46.50 feet thereof), Meadows of Dyer, Phase Two B, an Addition to the Town of Dyer, Lake County, Indiana, as recorded in the Plat thereof in the Office of the Recorder, Lake County, Indiana.

Commonly known as: 533 Seminary Drive, Dyer, Indiana 46311

Parcel Numbers: 45-10-01-130-008.000-034 and 45-10-01-130-007.000-034

To have and to hold the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth, and retaining a Life Estate in the above-referenced real estate to GRANTORS.

This conveyance is subject to State, County and City taxes for 2014 payable in 2015, and all subsequent years; all special assessments levied prior to and payable subsequent to the date hereof; building and zoning ordinances now or hereafter in effect; easements, restriction of record and questions of survey. Grantor expressly limits said warranties only against the acts of the Grantor and all persons claiming by, through or under the Grantor.

This Deed is executed pursuant to, and in the exercise of the powers and authority granted to and vested in the Trustee by the terms of the Herbert G. Michalak Revocable Trust U/T/D 1/4/01.

Full power and authority is hereby granted to the Trustees 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 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 such successor or successors in trust all of the title, estate, powers and authorities vested in the Trustees, 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~~ ^{leases} to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any ~~lease~~ ^{lease} 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~~ ^{change} of the terms, 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~~ ^{leases} and options to purchase the whole or any part of the reversion, to contract respecting the

APR 02 2015

JOHN E. PETALAS
LAKE COUNTY AUDITOR

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: _____ *MA*

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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 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 Trustees 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 Trustees, 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 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 Trustees, or any successor in trust in relation to the real estate shall be conclusive evidence in favor of every person (including the Recorder of the County) 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 such 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 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 such 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.

This conveyance is made upon the express understanding and condition that neither HERBERT G. MICHALAK or FRANCES E. MICHALAK, as 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 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 Trustees, in their own name, as Trustees of an express trust, and not individually (and the Trustees 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 Trustees 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 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 HERBERT G. MICHALAK and FRANCES E. MICHALAK, as Trustees, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event that HERBERT G. MICHALAK and FRANCES E. MICHALAK are both unable to or refuse to act as Trustees, for any reason, then, and in such event, the named Successor Trustee or Trustees so designated as such in the Trust of the GRANTORS set forth hereinabove, any amendments thereto, any restatements in replacement thereof, or any replacement Trust Agreements, shall serve as successor Trustee or Trustees.

