

2015 068226

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 OCT -5 AM 11:34

MICHAEL B. BROWN
RECORDER

MAIL TAX BILLS TO:
21505 Colfax
P.O. Box 171
Lowell, Indiana 46356
Grantors Address

Parcel No.: 45-20-21-251-002.000-007
Parcel No.: 45-20-21-400-001.000-007
Parcel No.: 45-20-21-400-012.000-007

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantor, **Marvin Miller, a/k/a Marvin A. Miller**, Individually 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 an undivided interest to the **MARVIN A. MILLER AND DARLENE M. MILLER LIVING TRUST**, dated the **10th day of August, 2015**, the following described real estate in Lake County, Indiana, to-wit:

Parcel No.: 45-20-21-251-002.000-007
Commonly known as: **Harrison Street, Lowell, Indiana 46356.**

Parcel No.: 45-20-21-400-001.000-007
Commonly known as: **790 W. 181st Avenue, Lowell, Indiana 46356.**

Parcel No.: 45-20-21-400-012.000-007
Commonly known as: **W. 181st Avenue, Lowell, Indiana 46356.**

*SEE LEGAL DESCRIPTION ATTACHED (EXHIBIT A)

GRANTOR GRANTS A LIFE ESTATE IN AND TO THE ABOVE REFERENCED REAL ESTATE TO MARVIN A. MILLER, AND FURTHER GRANTOR GRANTS A LIFE ESTATE TO DARLENE M. MILLER.

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 Trustee shall have full power and authority to 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

DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

OCT 05 2015

JOHN E. PETALAS
LAKE COUNTY AUDITOR

22127

24
MM
#7096

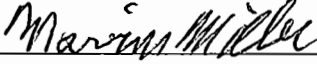
with or without consideration, to convey the real estate or any part thereof to a successor or successors in trust and to grant to the successor or successors in trust all of the title, estate, powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber 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 prassenti or in futuro, 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 charges of any kind, or 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 thereof 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 compiled 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 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, them or their predecessors in trust.

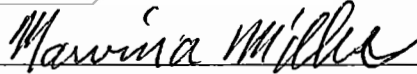
The conveyance is made upon the express understanding and condition that **Marvin A. Miller and Darlene M. Miller**, and as Trustees, their Successor and Successors in Trust shall not incur any personal liability or be subjected to any claim, judgment or decree for anything they or their agents or attorneys 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 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 who so ever own or possess or have any interest in 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 David A. DeGraff and Maureen Miller, all as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event **Marvin A. Miller and Darlene M. Miller**, is unable or refuse to act as Trustee, for any reason, then **Candace M. Sanders** shall serve as Trustee. If **Candace M. Sanders** is unable or refuse to act as Trustee, for any reason, then **Karla Denton** shall serve as Trustee.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the 10th day of August, 2015.



Marvin Miller



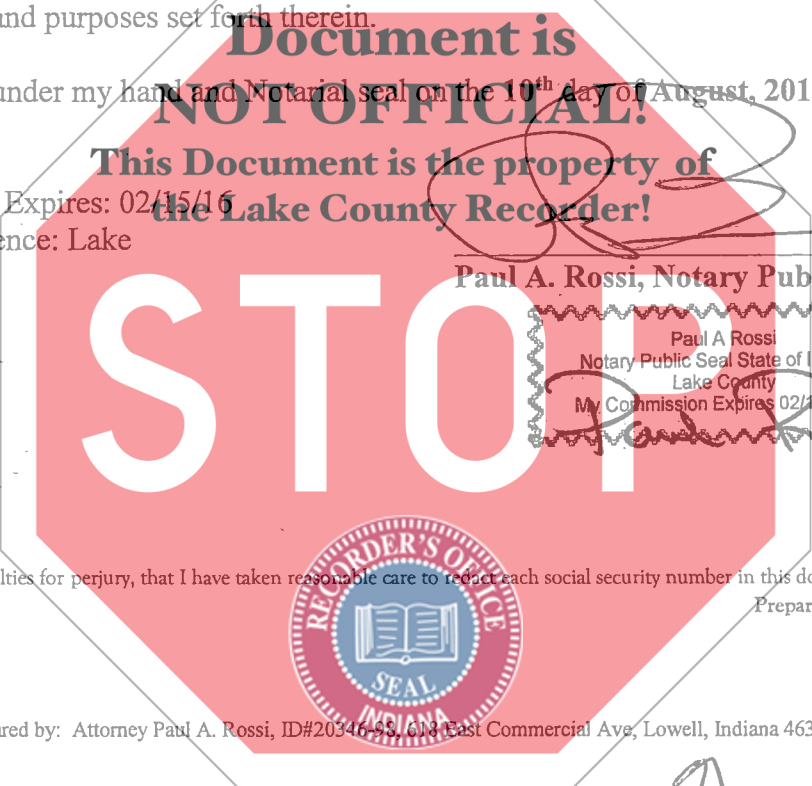
a/k/a Marvin A. Miller

STATE OF INDIANA)
) ss:
COUNTY OF LAKE)

I, Paul A. Rossi, a Notary Public in and for said County and State do hereby certify that **Marvin A. Miller and Darlene M. Miller** 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 on the 10th day of August, 2015.

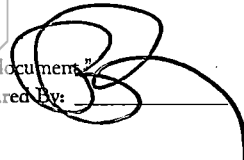
My Commission Expires: 02/15/16
County of Residence: Lake



Paul A. Rossi, Notary Public

Paul A Rossi
Notary Public Seal State of Indiana
Lake County
My Commission Expires 02/15/2016

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document."

Prepared By: 

This document was prepared by: Attorney Paul A. Rossi, ID#20346-98, 613 East Commercial Ave, Lowell, Indiana 46356, (219) 690-1200



COMBINED LEGAL DESCRIPTION:

The South Half of the Southwest Quarter of the Northeast Quarter, And part of the East Half of the West Half of the Southeast Quarter, All in Section 21, Township 33 North, Range 8 West of the Second Principal Meridian, in Cedar Creek Township, Lake County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 21; thence North 01°25'37" West (North 01°25'42" West, Deeded), along the West line of the Southeast Quarter of said Section 21, a distance of 2651.04 feet (2650.86 feet, Deeded), to the Northwest corner of the Southeast Quarter of said Section 21, being the Point of Beginning;

Thence continuing North 01°25'37" West (North 01°25'42" West, Deeded), along the West line of the Northeast Quarter of said Section 21, a distance of 662.76 feet (662.72 feet, Deeded), to the Northwest corner of the South Half of the Southwest Quarter of the Northeast Quarter of said Section 21; thence North 89°58'20" East (North 89°58'26" East, Deeded), along the North line of the South Half of the Southwest Quarter of the Northeast Quarter of said Section 21, a distance of 1326.05 feet, to the Northeast corner of the South Half of the Southwest Quarter of the Northeast Quarter of said Section 21; thence South 01°25'17" East (South 01°25'17" East, Deeded), along the East line of the West Half of the Southeast Quarter AND the East line of the South Half of the Southwest Quarter of the Northeast Quarter, all in said Section 21, a distance of 3237.75 feet (3237.71 feet, Deeded), to a point on the North line of a tract conveyed to "State of Indiana" in Instrument No. 2006-004063 in the Recorder's Office; thence South 89°39'43" West, along the Northerly line of said "State of Indiana" tract, a distance of 147.00 feet; thence South 00°20'17" East, continuing along the Northerly line of said "State of Indiana" tract, a distance of 50.00 feet; thence South 89°39'43" West, along the Northerly line of said "State of Indiana" tract, a distance of 500.00 feet; thence South 00°20'17" East, along the West line of said "State of Indiana" tract, a distance of 22.03 feet, to a point on the South line of the Southeast quarter of said Section 21; thence South 89°55'49" West, along the South line of the Southeast Quarter of said Section 21, a distance of 14.38 feet, to the Southeast corner of a tract conveyed to George and Peggy L. Weber in Instrument No. 2003-021858 in the Recorder's Office; thence North 01°25'18" West, along the East line of said "Weber" tract, a distance of 361.72 feet, to a point on a Southerly line of a tract conveyed to Ellen M. Bowers in Instrument No. 2011-075723 in the Recorder's Office; thence North 89°55'49" East, along the Southerly line of said "Bowers" tract, a distance of 86.00 feet; thence North 01°25'37" West, along the East line of said "Bowers" tract, a distance of 632.41 feet, to the Northeast corner of said "Bowers" tract; thence South 89°57'54" West, along the North line of said "Bowers" tract, a distance of 85.95 feet (86.00 feet, Deeded), to a point on the West line of the East Half of the West Half of the Southeast Quarter of said Section 21; thence North 01°25'24" West (North 01°25'30" West, Deeded), along the West line of the East Half of the West Half of the Southeast Quarter of said Section 21, a distance 1656.47 feet (1656.33 feet, Deeded), to a point on the North line of the Southeast Quarts. of said Section 21; thence South 89°57'50" West (South 89°57'54" West, Deeded), along the North line of the Southeast Quarter of said Section 21, a distance of 662.98 feet, to the Point of Beginning;

Containing 58.721 acres, more or less, all in Cedar Creek Township, Lake County, Indiana.