

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 002629

2016 JAN 15 AM 11:01

MICHAEL B. BROWN
RECORDER

Parcel No.: 45-20-19-354-001.000-008

MAIL TAX BILLS TO:
18007 Holtz Road
Lowell, Indiana 46356
Grantors Address

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantor, **Ken W. Novak**, 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 **KENNETH W. NOVAK AND CATHRINE L. NOVAK LIVING TRUST**, DATED NOVEMBER 20, 2015, the following described real estate in Lake County, Indiana, to-wit:

*See attached legal description

Commonly known as: 18007 Holtz Road, Lowell, Indiana 46356

GRANTOR GRANTS A LIFE ESTATE TO KENNETH W. NOVAK AND CATHRINE L. NOVAK IN AND TO THE ABOVE REFERENCED REAL ESTATE.

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 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 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

DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

JAN 15 2016

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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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, 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 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 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 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, his or their predecessor in trust.

The conveyance is made upon the express understanding and condition that **Kenneth W. Novak and Cathrine L. Novak**, Husband and Wife, 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 she or his 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 his 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of 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 **Ken W. Novak and Cathrine L. Novak, Husband and Wife**, all as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

IN WITNESS WHEREOF, the Party hereto have set their hands and seals on the **20th** day of **November, 2015**.



Ken W. Novak



STATE OF INDIANA)
) ss:
COUNTY OF LAKE)

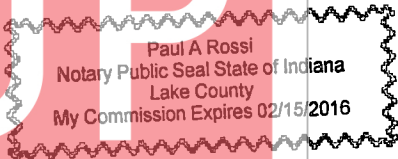
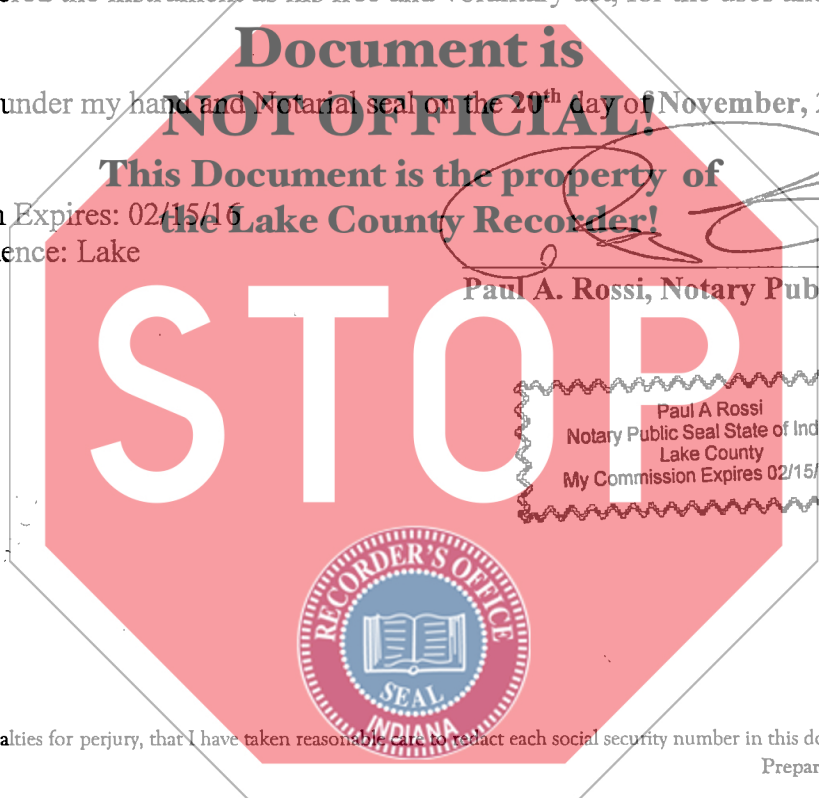
I, Paul A. Rossi, a Notary Public in and for said County and State do hereby certify that **Kenneth W. Novak** personally known to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial seal on the 20th day of November, 2015.

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

**This Document is the property of
the Lake County Recorder!**

Paul A. Rossi, Notary Public



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

Prepared By: AR

That part of fractional Southwest Quarter of Section 19, Township 33 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, described as follows: Commencing at a brass plug marking the Southwest corner of Section 19; thence North 01 degree 27 minutes 00 seconds West 225.11 feet along the West line of said Section 19 to the point of beginning; thence North 01 degree 27 minutes 00 seconds West 360.00 feet along last said West line; thence North 88 degrees 33 minutes 00 seconds East 190.00 feet; thence South 70 degrees 38 minutes 32 seconds East 278.14 feet to the intersection of the North line of the South 500 feet of said fractional Southwest Quarter with the East line of the West 450 feet of said fractional Southwest Quarter; thence South 89 degrees 40 minutes 34 seconds East 60.03 feet along last said North line to the East line of the West 510 feet of said fractional Southwest Quarter; thence South 01 degree 27 minutes 00 seconds East 200.10 feet along last said East line to the North line of the South 300 feet of said fractional Southwest Quarter; thence North 89 degrees 40 minutes 34 seconds West 60.03 feet along last said South line to the East line of the West 450 feet of said fractional Southwest Quarter; thence South 01 degree 27 minutes 00 seconds East 75.04 feet along last said East line to the North line of the South 225 feet of said fractional Southwest Quarter; thence North 89 degrees 40 minutes 34 seconds West 450.22 feet along last said North line to the point of beginning.

