

DEED IN TRUST
(INDIANA)

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 006935

2017 FEB -1 AM 8:49

MICHAEL B. BROWN
RECORDER

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Above Space for Recorders use only

THE GRANTOR, **MARK A. MOFFITT AND JACQUELINE N. MOFFITT**, of the County of Lake and State of Indiana for and in consideration of (\$10.00) Ten and 00/100 DOLLARS, and other good and valuable considerations in hand paid, conveys and quit claims unto **MARK MOFFITT and JACQUELINE MOFFITT, husband and wife, as Co-Trustees under the provisions of a trust agreement dated January 6, 2017, and known as the MARK MOFFITT AND JACQUELINE MOFFITT TRUST**, (hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Lake and State of Indiana, to wit:

Lot 17, Block 1, Evergreen Park, Hammond, as shown in plat book 28, page 81, in Lake County, Indiana

Parcel Number: 45-07-18-279-1700-023

Address of real estate: 7605 Birch Avenue, Hammond, IN 46324

****CONVEYANCE FOR NO CONSIDERATION****

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof to dedicate parks, street, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property 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 said premises 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 said trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 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 lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange said property, 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 said premises or any part thereof; and to deal with said property 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 said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said 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 said trust agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts,

JOHN E. PETALAS
LAKE COUNTY AUDITOR

000483

Approved Assessor's Office

By: JS

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conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee 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, hers, or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 other disposition of said 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 said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the said Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Indiana, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the Grantor aforesaid have hereunto set her hand and seal this 1/6/17.

Mark A. Moffitt
MARK A. MOFFITT

Jacqueline N. Moffitt
JACQUELINE N. MOFFITT

State of Indiana,
County of Lake, ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARK A. MOFFITT and JACQUELINE N. MOFFITT, personally known to me 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 said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 1/6/2017.

"OFFICIAL SEAL"
LISA E. THOMAS, NOTARY PUBLIC
RESIDENT OF LAKE COUNTY
STATE OF INDIANA
MY COMMISSION EXPIRES NOV. 8, 2019

Lisa E. Thomas
NOTARY PUBLIC

This instrument was prepared by: Stephen E. Vander Woude, 938 W. US 30, Schererville, IN 46375

MAIL TO:
Stephen E. Vander Woude
Lanting Paarlberg & Associates, Ltd.
938 W. US 30
Schererville, IN 46375

SEND SUBSEQUENT TAX BILLS TO:
Mark & Jacqueline Moffitt
8411 Greenwood Avenue
Munster, IN 46321

