2017 012180

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 FEB 28 AM 11: 33
MICHAEL B. BROWN
RECORDER

## **DEED IN TRUST**

THIS INDENTURE WITNESSETH, that TTLBL, LLC (Grantor), a Delaware Limited Liability Company, for and in consideration of the sum of ten dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, releases and quit claims to BEM LAND TRUST (Grantee), the following described real estate in Lake County, Indiana, to wit:

## Document is

Lot Eighty-Eight (88), Wirtz Crown Heights, Unit "2", as shown in Plat Book 38, Page 17, in Lake County, Indiana.

This Document is the property of

Street Address: 9440 Roosevelt Place, Crown Point, Indiana 46307

Parcel Number: 45-12-32-202-010.000-029

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.

Any person named as Trustee shall have full power and authority 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 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 praesenti or in futureo, 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, 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 DULY ENTERED FOR TAXATION SUBJECT

FINAL ACCEPTANCE FOR TRANSFER

Page 1 of 3

FEB **28** 2017

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JOHN E. PETALAS LAKE COUNTY AUDITOR

4

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 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 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 in 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 empoweredsto execute and deliver every such cleed, toust 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.

This conveyance is made upon the express understanding and condition that no person acting as trustee shall incur any personal liability or be subjected to any claim, judgment or decree for anything the trustee 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 colligation or indebtedness incurred or entered into by the Trustee in connection with the real estate tray be entered into in the name of the then beneficiaries under the Trust Agreement as their automey-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 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 to vest in the Trustee the entire legal

and equitable title in fee simple, in and to all of the real estate above described.

I, the Undersigned, hereby certify that this document is executed pursuant to the terms and provisions of the unrecorded Operating Agreement for the Grantor, not personally, and that the undersigned has full power and authority to execute this document as of the date of the execution.

Dated this 22 day of December, 2016

this document, unless required by law.

TTLBL, LLC, by
John Leviker Magazar Document is
Printed Name and Title NOT OFFICIAL!
STATE OF INDIANA This Document is the property of
COUNTY OF LAKE She Lake County Recorder!
Before me, the undersigned, a Notary Public in and for said county and state, this day of, 2016, personally appeared, personally known to me to be the same person whose
name is subscribed to the foregoing deed and acknowledged the execution of the foregoing deed as his/her free and voluntary act for the uses and purposes therein set forth. In witness whereof, I have hereunto subscribed my name and
affixed my official seal.
My Commission Expires: See Attached
Signature of Notary
Resident of
County, Indiana  Printed Verse of Notary  SEAL
This instrument prepared by:  Mail tax offis to: BEM Land Trust
Robert B. Golding, Jr.
1.0. box 173
Dyer, IN 46311 Crown Point, IN 46307
I affirm, under the penalties for perjury, that I have taken reasonable care to reduct each Social Security number in

## **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Son Diego

On 12/22/16

Cinsert name and title of the officer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/per/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



ANDREW JOHN PEREA Commission # 2083269 Notary Public - California San Diego County My Comm. Expires Sep 26, 2018