

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 086379

2017 DEC 20 AM 9:55

MICHAEL B. BROWN  
RECORDER

Please return to:

Hawkins Law PC  
PO Box 382  
Sullivan, IN 47882

**WARRANTY DEED**

**THIS INDENTURE WITNESSETH** that Norman W. Prater, Jr. and Evelyn L. Prater, husband and wife, of Greene County in the State of Indiana, convey and warrant to Norman W. Prater, Jr. and Evelyn L. Prater as Trustees, and any successors in trust, under the Prater Family Trust established on November 17, 2017, as the Prater Family Trust may be hereafter amended from time to time, for no economic consideration but for the funding of said trust, the following described real estate in Lake County, in the State of Indiana, to-wit:

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

[Tax Parcel No. 45-07-04-329-023.000-023]

[Property Address: 6118 Kennedy Ave., Hammond, IN 46323]

Lt 12, Block 1, in a Subdivision of that part lying East of the Chicago, Indiana and Southern Railroad of the North Half of the Northeast Quarter of the Southwest Quarter of Section 4, Township 36 North, Range 9 West of the 2nd P.M., City of Hammond, as shown in Plat Book 6, page 24, Lake County, Indiana, and the portion of vacated Kennedy Avenue annexed to said parcel pursuant to Confirmatory Resolution recorded in Miscellaneous Record 83, page 577.

Subject to all public improvement assessments, if any, and also subject to all sewer use or sewer service charges, if any.

Subject also to all limitations, conditions, covenants, and restrictions, if any in the chain of title to the property hereby conveyed and also subject to all highways, easements, utility easements, of-way, use, building, building line, plat and zoning restrictions, if any.

**Tract 2**

[Tax Parcel No. 45-07-04-329-024.000-023]

[Property Address: 6120 Kennedy Ave., Hammond, IN 46323]

Lots 13 and 14, Block 1, and that part of vacated old Kennedy Avenue, also known as Gibson Road, lying east of and adjoining said Lots, subdivision of that part lying east of the Chicago Indiana and Southern Railroad, of the North Half of the Northeast Quarter of

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: \_\_\_\_\_

AMOUNT \$ 25,000  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK# 11346  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-CONF \_\_\_\_\_  
DEPUTY JTB JCM

DEC 18 2017

DO NOT ENTER FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

006604

the Southwest Quarter of Section 4, Township 36 North, Range 9 West of the 2nd P.M., in the City of Hammond, as shown in Plat Book 6, page 24, in Lake County, Indiana.

Subject to all covenants, conditions, restrictions, and easements contained of record.

**Tract 3**

**[Tax Parcel No. 45-07-04-329-025.000-023]**

**[Property Address: 6124 Kennedy Ave., Hammond, IN 46323]**

The real estate and premises commonly known as 6124 Kennedy Avenue, in the City of Hammond, County of Lake, State of Indiana, and more particularly described as follows, to-wit:

Lots 15, 16 and 17 in Block 1 in the Subdivision of that part lying East of the Chicago, Indiana & Southern Railroad of the North Half of the Northeast Quarter of the Southwest Quarter of Section 4, Township 36 North, Range 9 West, of the 2nd Principal Meridian, in the City of Hammond, as per plat thereof, recorded in Plat Book 6, page 24, in the Office of the Recorder of Lake County, Indiana, also the vacated portion of Gibson Road or Kennedy Avenue lying East of and adjoining said lots; vacated by Confirmatory Resolution passed July 15, 1914, confirming Declaratory Resolution No. 541.

Subject to recorded liens, encumbrances, easements, restrictions, ditches and drains, highways and legal rights of way, and matters which would be disclosed by an accurate survey or inspection of the premises.

**Memoranda**

1. **Grantor Names: Norman Prater and Evelyn Prater**, who acquired **Tract 1** by Special Warranty Deed from Jesse Brown, United States Secretary of Veterans Affairs, dated June 5, 1997, and by the Recorder of Lake County, Indiana (hereafter, the "Recorder") on April 21, 1998, as **Instrument 98028023**; are the same people as **Norman W. Prater, Jr. and Evelyn L. Prater**, who acquired **Tract 2** by Warranty Deed from John P. Wohlgenuth dated February 24, 1998, and recorded by the Recorder on May 13, 1998, as **Instrument 98034981**; and they are the same people as **Norman W. Prater, Jr. and Evelyn L. Prater**, who acquired **Tract 3** by Warranty deed from James P. Mitchell dated December 20, 1990, and recorded by the Recorder on January 3, 1991, as **Instrument 91000319**.

2. **Grantee Trustees:** Norman W. Prater, Jr. and Evelyn L. Prater are the Trustees of the Prater Family Trust. Any person may rely upon statements and representations made to such person when transacting with the trustee of the Prater Family Trust or any succeeding trust. Persons transacting with the trustee may deliver assets to the trustee in trust without liability or responsibility to ensure as to the proper application, use, or management of such assets by the trustee. Any assets delivered to the trustee in trust should be delivered, registered, or titled, as the case may be, in the names of the person or persons then serving as trustee of the Prater Family Trust. In the event there are multiple trustees serving as co-trustees of the Prater Family Trust, it shall be adequate for any one of the trustees to sign, deliver, or receive documents or assets of the Prater Family Trust, independently, and without co-signature, co-delivery, or co-receipt of such documents or assets by all or more than one of the trustees.

3. **Successor Trustees:** Pamela J. Perez is the Successor Trustee of the Prater Family Trust and all succeeding trusts, Tracy L. Stewart is the Second Successor Trustee of said trusts, and Donald W. Prater is the Third Successor Trustee of said trusts. A Successor Trustee is not required to explain or prove why a prior trustee no longer serves as the trustee.

4. **Power and Authority of a Grantee Trustee:** This memorandum applies to any Trustee described as a Grantee in this Deed. Full power and authority is hereby granted to the Trustee with respect to the Real Estate or any part or parts of it, and at any time or times to: subdivide and re-subdivide; dedicate parks, streets, highways, or alleys; vacate any subdivision or part thereof; contract to sell, grant options to purchase; sell and convey on any terms, with or without consideration; convey to a successor or successors in trust; grant to each successor or successors all of the title, estate powers and authorities vested in the Trustee; donate, dedicate, mortgage, pledge, or otherwise encumber it; execute leases in possession or reversion, to commence in the present or in the future on any terms and for any period of time; renew or extend leases upon any terms and for any periods of time; amend, change, or modify leases; contract to execute leases; grant options to lease and options to renew leases; grant options to purchase the whole or any part of the reversion; contract with respect to the manner of fixing the amount of present or future rentals; partition or exchange it for other real or personal property; grant easements or charges of any kind; release, convey or assign any right, title, or interest in or about or easement appurtenant to it; and to deal with in every way and for such other considerations as would be lawful for any person owning it even though different from the ways above specified.


In no case shall any party dealing with the Trustee in relation to the real estate or to whom it or any part shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the trust property or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the 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. Every deed, trust deed, mortgage, lease, or other instrument executed by the Trustee in relation to the trust property shall be conclusive evidence in favor of every person relying on or claiming under any such conveyance, or other instrument, that: (a) at the time of delivery thereof the trust created hereby and by the trust agreement was in full force and effect; (b) such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in the trust agreement and any amendment thereof and is binding on all beneficiaries; (c) the Trustee was duly authorized to execute and deliver every deed, trust deed, lease, mortgage, or other instrument and (d) if the conveyance is made by or 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 the trust.

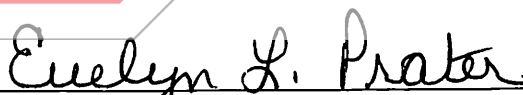
5. **Matrimonial Trust Property:** The Grantors hereby elect to treat the real estate as matrimonial trust property under Indiana Code § 30-4-3-35.

6. **Tax Parcel Number:** Any tax parcel number shown in this deed is provided for information purposes only.

7. **Tangible Personal Property Ownership:** The Grantors hereby transfer all of their personal property, now existing and hereafter acquired, to the Prater Family Trust.

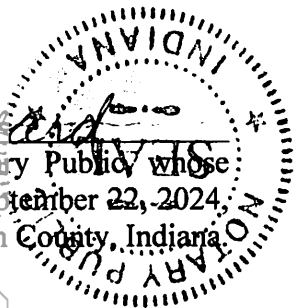
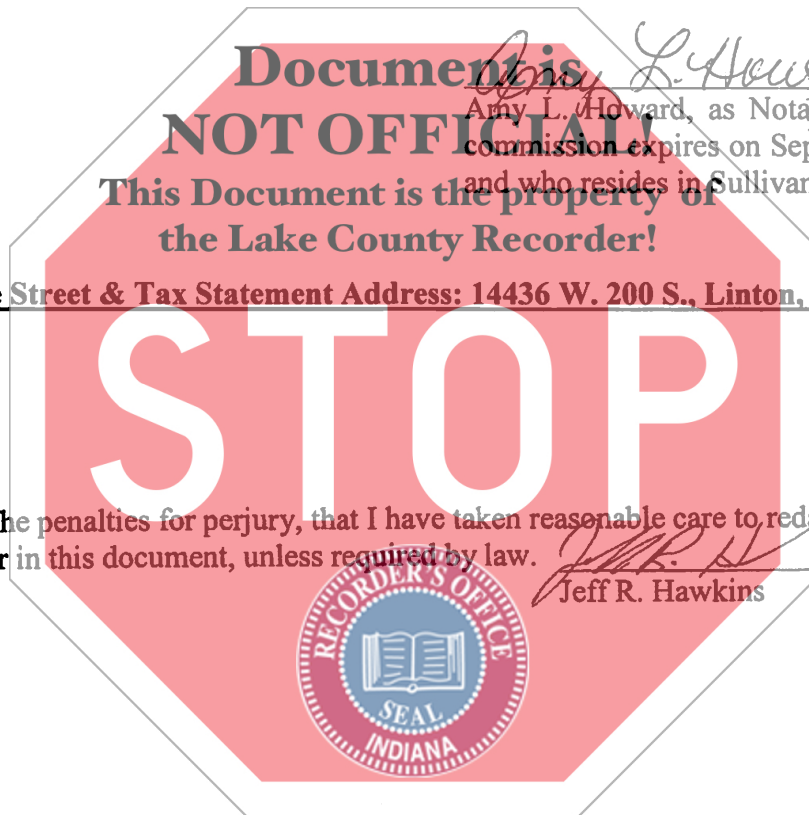
In Witness Whereof, the said Norman W. Prater, Jr. and Evelyn L. Prater have hereunto set their hands and seals, this day, November 17, 2017.

  
Norman W. Prater, Jr.

  
Evelyn L. Prater

STATE OF INDIANA, COUNTY OF SULLIVAN ) SS:

Before me, a Notary Public in and for said County and State, this day, November 17, 2017, personally appeared Norman W. Prater, Jr. and Evelyn L. Prater who, having first duly sworn or affirmed under penalty for perjury, stated that the representations contained herein are true and acknowledged this conveyance to be their voluntary act and deed.



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

*Jeff R. Hawkins*  
Jeff R. Hawkins



This Warranty Deed was prepared by Jeff R. Hawkins, of Hawkins Law PC, whose address is 999 North Section Street, Post Office Box 382, Sullivan, Indiana 47882-0382, whose telephone number is 812-268-8777, whose fax number is 812-268-8838, and whose website is [www.HawkinsLaw.com](http://www.HawkinsLaw.com).