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2020-054843

2020 Aug 21

10:41 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

MAIL TAX BILLS TO:
12528 101st Ave.
St. John, Indiana 46373
Grantors Address

Parcel No.: 45-11-32-351-009.000-035

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantors, **Alan W. Lockwood and Laura T. Lockwood**, Husband and Wife, 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 **ALAN W. LOCKWOOD AND LAURA T. LOCKWOOD LIVING TRUST, DATED JULY 2, 2020**, the following described real estate in Lake, Indiana, to-wit:

LOT 6 IN OAK MEADOWS, UNIT THREE, AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 78 PAGE 42, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND AMENDED CERTIFICATE OF CORRECTION RECORDED MAY 18, 1995 AS DOCUMENT NO. 95027484.

Commonly known as: 12528 101st Avenue, St. John, Indiana 46373.

GRANTORS ALAN W. LOCKWOOD AND LAURA T. LOCKWOOD RESERVE A LIFE ESTATE IN AND TO THE ABOVE REFERENCED REAL ESTATE, TO ALAN W. LOCKWOOD AND LAURA T. LOCKWOOD.

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 78 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



DULY ENTERED FOR TAXATION SUBJECT
TO FINAL ACCEPTANCE FOR TRANSFER

AUG 21 2020

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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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, them or their predecessors in trust.

The conveyance is made upon the express understanding and condition that **Alan W. Lockwood and Laura T. Lockwood** 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 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 **Alan W. Lockwood and Laura T. Lockwood**, all as Trustees, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event **Alan W. Lockwood and Laura T. Lockwood**, are unable or refuse to act as Trustee, for any reason, then **Kristen E. Lockwood** shall serve as Successor Trustee. In the event that **Kristen E. Lockwood** is unable or refuses to act as Trustee for any reason, then **Scott A. Lockwood** shall serve as Successor Trustee.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the 2nd day of July, 2020.



Alan W. Lockwood



Laura T. Lockwood

STATE OF INDIANA

COUNTY OF LAKE

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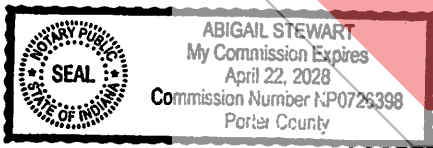
I, Abigail Stewart, a Notary Public in and for said County and State do hereby certify that **Alan W. Lockwood and Laura T. Lockwood** personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, 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 2nd day of July, 2020.
My Commission Expires: 04-22-2028
County of Residence: Porter






Abigail Stewart, 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: 

This document was prepared by: Attorney Abigail Stewart Atty No. 35883-45, 1601 Northview Drive, Lowell, Indiana 46356, (219) 690-1200

EXECUTED AND DELIVERED in my presence:

Breeanna Campbell
Witness Signature

Breeanna Campbell
Witness (printed)

STATE OF INDIANA)

COUNTY OF LAKE)

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Before me a Notary Public in and for said County and State, personally appeared **Bree Campbell**, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by **Alan W. Lockwood and Laura T. Lockwood** in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness hand and Notarial Seal this 2 day of July, 2020
My Commission Expires: 04-22-2028
County of Residence: Porter

ABIGAIL STEWART
My Commission Expires
April 22, 2028
Commission Number NP0726398
Porter County



Abigail Stewart
Abigail Stewart, Notary Public