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AKE COUNTY FILED FOR RECORD

9:52 AM 2021 Feb 26

#### **WARRANTY DEED TO TRUST**

THIS INDENTURE WITNESSETH. that Grantor, Preferred Homes LLC, an Indiana limited liability company, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration. the receipt of which is hereby acknowledged, conveys and warrants unto Grantee, Indiana Land Trust Company, as Trustee under Trust Agreement Number 120617, the following described Real Estate in the County of Lake. State of Indiana:

LOT 25. BLOCK 13, IN TURNER-MEYN PARK, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 19, PAGE 12, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Common Address: 3107 Crane Pl., Hammond IN 46323

PIN 45-07-04-426-026.000-023

FEB 2 4 2021

herein called the "Trust Property."

Subject to covenants, easements, restrictions and liens of record. Subject to all real estate taxes for the year 2020 and payable in 2021, and all subsequent real estate taxes which become due and payable.

TO HAVE AND TO HOLD the Trust Property in fee simple title for the uses and purposes set forth in the Trust Agreement.

Pursuant to the Trust, no party dealing with the Trust or Trustee, with regard to the Trust Property in any manner whatsoever, including, but not limited to, a party to whom the Trust Property or any part of it or any interest in it shall be conveyed, contracted to be sold, leased or mortgaged, by Trustee, shall be obliged to see to the application of any purchase money, rent, money borrowed or other consideration given or otherwise paid 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 powers and authority, or the necessity or expediency, of any act of Trustee; or be obliged or privileged to inquire into any of the terms of the Trust. Every deed, mortgage, lease, contract or other instrument executed by Trustee in relation to the Trust Property shall be conclusive evidence in favor of every person relying upon or claiming any right, title or interest under the Trust or under any such instrument; that at the time of its execution the Trust created by the Trust Agreement was in full force and effect;

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Indiana Land Trust Company, as Trustee under Trust Agreement Number 120617

page 1

#### NOT AN OFFICIAL DOCUMENT

that the instrument was executed in accordance with the terms and conditions of the Trust Agreement and all of its amendments, if any; that the instrument is binding upon all Beneficiaries under it; that Trustee was duly authorized and empowered to execute and deliver every such instrument; and that, if a conveyance has been made by a successor- or successors-in-trust, the successor or successors have been appointed properly and are vested fully with all the title, estate, rights, powers, duties and obligations of its, his, her or their predecessor-in-trust.

The interest of each Beneficiary under the Trust Agreement and of all persons claiming under them or any of them shall be only in possession, earnings, avails and proceeds arising from the use, sale or other disposition of the Trust Property, and such interest is personal property, and no Beneficiary hereunder shall have any title or interest, legal or equitable, in or to the Trust Property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid. The situs of the domicile of the Beneficiary shall be the governing jurisdiction for any legal action undertaken pursuant to the interests of any Beneficiary hereunder.

The initial Trustees holding title to the Trust Property under the terms of the Trust Agreement shall be Indiana Land Trust Company, whose business address is 9800 Connecticut Drive, Suite B2-900, Crown Point, IN 46307. The situs of the domicile of the Trust shall be the place of business of Trustee and of any successor Trustee who shall henceforth act in that capacity. The situs of the Trust shall be the governing jurisdiction for any legal action undertaken regarding the Trust or the Trust Property.

Trustee is invested with all powers not disallowed by law, including the following powers: (a) to manage, improve, divide or partition the Trust Property, or any part thereof, (b) to sell on any terms, to grant options to purchase, to contract to sell, to convey with or without consideration, (c) to convey to a successor or successors in Trust, any or all of the title and estate of the trust, and to grant to such successor or successors in trust all the powers vested in Trustee, (d) to mortgage, encumber or otherwise transfer the Trust Property, or any interest therein, as security for advances or loans, (e) to lease and enter into leases for the whole or part of the Trust Property, from time to time, but any such leasehold or renewal shall not exceed a single term of 198 years, and to renew, extend or modify any existing lease, (f) to grant easements or charges of any kind, (g) to release, convey or assign any right, title or interest in or about or easement appurtenant to the Trust Property or any part thereof, and (h) to deal with Trust 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 Order or times hereafter.

Deed to Trust

page 2

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The undersigned person(s) executing this Warranty Deed on behalf of Grantor limited liability company represent(s) and warrant(s) that he is the sole member of Grantor limited liability company and has been fully empowered by proper resolution and the operating agreement to execute and deliver this Warranty Deed, that Grantor limited liability company is validly existing and is in good standing and has full entity capacity to convey the Real Estate described herein, and that all necessary action for the making of this conveyance has been taken and done.

IN WITNESS WHEREOF, the above-named grantor, Preferred Homes LLC, has caused this Warranty Deed to be executed by its member this February 10, 2021.

Preferred Homes, LLC

By: Alfred Perez, sole member

STATE OF INDIANA

)**S**S:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alfred Perez, a member or duly elected officer of Grantor limited liability company, and acknowledged the execution of the foregoing instrument for and on behalf of Grantor limited liability company and by its authority.

WITHESS my hand and Notarial seal this February 10, 2021.

Lisa M. Matson, Notary Public My Commission Expires: 02/01/2024 My County of Residence: Lake

Deed to Trust



My Commission No.: 678758

No legal opinion given to grantors or grantees regarding deed or form of holding ownership. All information used in preparation of document was supplied by title company.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. Daniel W. Granquist

This instrument prepared by:

Daniel W. Granquist, Attorney at Law, 1070 S. Calumet Road, Unit 892, Chesterton, IN 46304. Grantee address, and Send tax bills to:

∦ Indiana Land Trust Company, 9800 Connecticut Drive, Suite B2-900, Crown Point, ÎN 46307

Indiana Land Trust Company, as Trustee under Trust Agreement Number 120617

page 3

## NOT AN OFFICIAL DOCUMENT

#### CERTIFICATE OF PROOF

WITNESS to the signature(s) of the above-named Alfred Perez, Grantor(s)/Signor(s)/Principal(s)/Authorized Representative(s) on the foregoing instrument. EXECUTED AND DELIVERED in my presence:

Lisa Riffle

STATE OF INDIANA

) )SS:

COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, personally appeared the above-named Witness 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 the above-named Grantor(s)/Signor(s)/Principal(s)/Authorized Representative(s) in the presence of the above-named Witness, and that the abovenamed 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 my hand and Notarial seal this February 10, 2021.

Lisa M. Matson, Notary Public My Commission Expires: 02/01/2024 My County of Residence: Lake OFFICIAL SEAL

IISA M. MATSON
NOTARY PUBLIC-INDIANA
LAKE GOUNTY - INDIANA
COMPISSION NO. 678758
My Commission Expires 02/01/2024

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. Daniel W. Granquist

This instrument prepared by:

My Commission No.:

Daniel W. Granquist, Attorney at Law, 1070 S. Calumet Road, Unit 892, Chesterton, IN 46304.

Deed to Trust

page 4

Indiana Land Trust Company, as Trustee under Trust Agreement Number 120617