

# NOT AN OFFICIAL DOCUMENT

GINA PIMENTEL  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2021-025066

9:21 AM 2021 Mar 18

**MAIL TAX BILLS TO:**

Patty S. McMillen and Lawrence E. McMillen  
15900 S. Grove Road  
Hebron, IN 46341

**RETURN TO:**

James W. Martin  
8585 Broadway, Suite 660  
Merrillville, IN 46410

## DEED IN TRUST

THIS INDENTURE WITNESSETH, that the **Grantors, PATTY S. MCMILLEN and LAWRENCE E. MCMILLEN, wife and husband**, of Lake County, Indiana, as a gift and for no consideration, the receipt of which is hereby acknowledged, convey and warrant to **LAWRENCE E. MCMILLEN and PATTY S. MCMILLEN, as Co-Trustees**, 15900 S. Grove Road, Hebron, IN 46341, of Lake County, Indiana, under the provisions of the **MCMILLEN JOINT TRUST AGREEMENT DATED MARCH 11, 2021**, the following described real estate in Lake County, Indiana, to-wit:

Part of the East 70 acres of the West Half of Section 12, Township 33 North, Range 8 West of the Second Principal Meridian, described as follows: Commencing at the intersection of the West line of the East 70 acres of the West Half of said Section 12 and the centerline of South Grove Avenue; thence South along the West line of said 70 acres, 965 feet; thence East perpendicular to said West line of the East 70 acres, 250 feet; thence North parallel to said West line of the East 70 acres, 777.39 feet, more or less, to the center line of South Grove Avenue Road; thence Northwest along said centerline of South Grove Avenue, 312.57 feet, more or less, to the place of beginning, except that part lying within South Grove Avenue, in Lake County, Indiana.

**Parcel Number:** 45-20-12-178-002.000-012  
**Common Address:** 15900 S. Grove Road, Hebron, Indiana 46341

DULY ENTERED FOR TAXATION SUBJECT  
TO FINAL ACCEPTANCE FOR TRANSFER

**MAR 18 2021**

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

Subject to:

1. All unpaid taxes and assessments
2. All covenants, easements and restrictions of record
3. All legal highways of record

to have and to hold the said real estate with the appurtenances, upon the trust, and for the uses and purposes herein and in said Trust Agreement set forth.

Lawrence E. McMillen and Patty S. McMillen have beneficial interests in the trust described above, will occupy the real estate described above, and meet the requirements of Indiana Code 6-1.1-12-17.9 for a trust entitled to deductions.



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**The grantors elect to treat the real estate conveyed by this instrument as matrimonial property under IC § 30-4-3-35, as amended.**

Full power and authority is hereby granted to the Trustees 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 such successor or successors in trust all of the title, estate, powers, and authorities vested in the Trustees, to donate, to dedicate, to mortgage, pledge, or otherwise encumber the real estate, or in 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 the present or in the 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 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, 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 Trustees 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 Trustees, 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 Trustees, 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 Trustees, or any successor in trust in relation to the real estate shall be conclusive evidence in favor of every person (including the Recorder of the County) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of delivery thereof, the Trust created by this Indenture and by the Trust Agreement was in full force and effect, (b) that such 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 binding upon all beneficiaries thereunder, (c) that the Trustees, or any successor in trust, were 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, her or their predecessor in trust.

This conveyance is made on the express understanding and condition that **Lawrence E. McMillen and Patty S. McMillen**, individually, as Trustees, or their successor or 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 Trustees in connection with the real estate may be entered into by the Trustees in the name of the then beneficiaries under the Trust Agreement as their attorney in fact, hereby irrevocably appointed for such purposes, or at the election of the Trustees, in the Trustees' own names, as Trustees of an express trust and not individually (and the Trustees shall have no obligation whatsoever

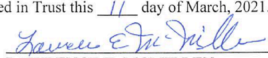
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with respect to any such contract, obligation or indebtedness, except only so far as the Trust Property and funds in the actual possession of the Trustees shall be applicable for the payment and discharge thereof.) All persons and corporations whomsoever 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 **Lawrence E. McMillen and Patty S. McMillen**, as Trustees, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

IN WITNESS WHEREOF, we have signed this Deed in Trust this 11 day of March, 2021.


  
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**PATTY S. MCMILLEN**

  
\_\_\_\_\_  
**LAWRENCE E. MCMILLEN**

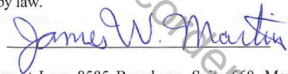
STATE OF INDIANA )  
COUNTY OF LAKE )

The undersigned, a Notary Public in and for said County and State, does hereby certify that **PATTY S. MCMILLEN and LAWRENCE E. MCMILLEN**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 11 day of March, 2021, and acknowledged they signed, sealed and delivered the said instrument as their free and voluntary act, for the use and purposes therein set forth.

Notarial Seal 

  
\_\_\_\_\_  
Barbara L. Janke, Notary Public  
Resident of Lake County, Indiana

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.

✓   
\_\_\_\_\_  
James W. Martin

This Instrument Prepared By: James W. Martin, Attorney at Law, 8585 Broadway, Suite 660, Merrillville, Indiana 46410, (219) 769-3760, at the specific request of the owner or the owner's representatives and is based solely on information supplied by one or more of those parties and without examination for accuracy. This preparer assumes no liability for any errors, inaccuracy or omissions in this instrument resulting from the information provided. The parties accept this disclaimer by the owner's execution of this document.