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GINA PIMENTEL  
 RECORDER  
**2021-064687**  
 STATE OF INDIANA  
 LAKE COUNTY  
 FILED FOR RECORD  
 9:26 AM 2021 Oct 26

**MAIL TAX BILLS TO:  
 AND GRANTEES ADDRESS:**  
 TYLER EMLEY, Trustee,  
 18608 Mississippi Street  
 Hebron, Indiana, 46341

TAX KEY NO. 45-20-26-300-003.000-012

GINA PIMENTEL  
 RECORDER  
**2021-069036**  
 STATE OF INDIANA  
 LAKE COUNTY  
 FILED FOR RECORD  
 10:50 AM 2021 Nov 29

**ADDRESS OF REAL ESTATE**  
 18608 Mississippi Street  
 Hebron, Indiana, 46341

### DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantor, Tyler E. Emley, of Hebron, Indiana, for no consideration and to transfer title only, conveys and warrants to Tyler Emley, as Trustee, under the provisions of the Emley Living Trust dated August 12, 2021, the following described real estate in Lake County, Indiana, to-wit:

See attached legal description

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.

Grantor has a beneficial interest in the trust described above, will occupy the real estate described above, and is qualified as a life tenant in possession of the real estate described above for purposes of Indiana Code 6-1.1-1-9(d).

The 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 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 praesenti 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 198 years, and to renew or extend leases upon any terms and for any period

DULY ENTERED FOR TAXATION SUBJECT  
 TO FINAL ACCEPTANCE FOR TRANSFER  
**OCT 26 2021**  
 JOHN E. PETALAS  
 LAKE COUNTY AUDITOR

DULY ENTERED FOR TAXATION SUBJECT  
 TO FINAL ACCEPTANCE FOR TRANSFER  
**NOV 29 2021**  
 JOHN E. PETALAS  
 LAKE COUNTY AUDITOR

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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 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 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, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that Tyler Emley, individually, or as Trustee, nor his/her successor or successors in trust shall 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

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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 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 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, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that Tyler Emley, individually, or as Trustee, nor his/her successor or successors in trust shall 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

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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 Trustee in connection with the real estate may be entered into 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 Trustee, in his/her 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). 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 being to vest in Tyler Emley, as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event TYLER EMLEY, Trustee, is unable or refuses to act as Trustee, for any reason, then the following individuals shall serve as Successor Trustees, in successive order:

RAMESH UNNI  
NATHAN EMLEY  
CENTIER BANK

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IN WITNESS THEREOF, the Parties hereto have set their hands and seals on August 12, 2021.

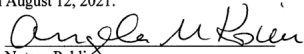
  
Tyler E. Emley, aka Tyler Emley

STATE OF INDIANA     )  
  )     SS  
COUNTY OF LAKE     )


I am a Notary Public in and for said County and State, and do hereby certify that Tyler E. Emley, aka Tyler Emley personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his/her free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal on August 12, 2021.



  
Notary Public

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.

  
Amy K. Nowaczyk

Document Prepared By: Amy K. Nowaczyk, Attorney at Law, 1806 Robinhood Blvd., Suite A, Schererville, IN 46375, (219) 865-2285

Public of Lake County Recorder

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## EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 45-20-26-300-003.000-012

Land Situated in the County of Lake in the State of IN

The following described real estate in Lake County, State of Indiana:

Part of the South Half of the Northeast Quarter of the Southeast Quarter in Section 27, Township 33 North, Range 8 West of the 2nd Principal Meridian; and a part of the South Half of the Northwest Quarter of the Southwest Quarter in Section 26, Township 33, North, Range 8 West of the 2nd Principal Meridian, and also a part of the Southwest Quarter of the Southwest Quarter of Section 26, Township 33 North, Range 8 West of the 2nd Principal Meridian, in Eagle Creek Township, Lake County, Indiana described as follows: Beginning at a point on the East line of the South Half of the Northeast Quarter of the Southeast Quarter of said Section 27 and 205.81 feet North of the Southeast corner thereof; thence North 87 degrees 51 minutes 58 seconds West, 278.99 feet thence North 00 degrees 02 minutes 41 seconds East, 357.08 feet; thence North 89 degrees 59 minutes 15 seconds East, 127.58 feet thence North 00 degrees 50 minutes 31 seconds West, 90.61 feet to the North line of the South Half of the North line of the Northeast Quarter of the Southeast Quarter of said Section 27, thence South 88 degrees 3 minutes 14 seconds East along said North line to the Northwest corner of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 26; thence South 88 degrees 30 minutes 28 seconds East along the North line of the South Half the Northwest Quarter of the Southwest Quarter of said Section 26 a distance of 438.27 feet to the center line of Mississippi Street; thence South 06 degrees 43 minutes 29 seconds East, 631.20 feet; South 02 degrees 20 minutes 04 seconds East, 10398 feet; South 00 degrees 27 minutes 30 seconds East, 105.68 feet; and South 00 degrees 31 minutes 14 seconds West, 62.66 feet all along the center line of Mississippi Street to the Northeast corner of Northern Indiana Public Service Co. property as described in Deed Record 1335 page 180; thence North 89 degrees 28 minutes 47 seconds West along the North line of said Nipsco property 215.00 feet; thence North 00 degrees 56 minutes 08 seconds East, 218.13 feet; thence North 86 degrees 59 minutes 16 seconds West 280.14 feet; thence North 03 degrees 00 minutes 25 seconds East, 221.25 feet; thence North 87 degrees 51 minutes 58 seconds West, 39.68 feet to the point of beginning, EXCEPTING therefrom the following parcel:

Part of the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 33 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point on the center line of Mississippi Street and 1081.00 feet North of the South line of said Section 26; said point being the Northeast corner of the Northern Indiana Public Service Company as described in Deed Record 1335, page 180; thence North 89 degrees 28 minutes 47 seconds West along the North line of said Deed Record 1335, page 180, a distance of 215.00 feet; thence North 00 degrees 56 minutes 08 seconds East, 100 feet; thence South 89 degrees 28 minutes 47 seconds East, 213.64 feet to the center

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line of said Mississippi Street; thence South 00 degrees 27 minutes 30 seconds East, along said center line, 37.35 feet; thence South 00 degrees 31 minutes 13 seconds West along said center line, 62.66 feet to the place of the beginning.

NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 18608 Mississippi St., Hebron, IN 46341

Property of Lake County Recorder