GINA PIMENTEL RECORDER STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2022-020539

9:26 AM 2022 Jun 28

MAIL TAX BILLS TO: 216 E. 13TH Place, Hobart, IN 46342

DEED IN TRUST

THIS INDENTURE WITNESSETH, that Lori Okichich, Trustee of the Betty I. Chelich Revocable Trust, conveys and warrants to Lori Okichich, as Trustee of the BCTT Trust, the following described real estate in Lake County, Indiana, to-wit:

Commonly known as: 216 E. 13TH Place, Hobart, IN 46342

LOT FORTY-FIVE (45), FORTY-SIX (46), AND FORTY-SEVEN (47), BLOCK THREE (3), SECOND SOUTH SIDE ADDITION, IN THE CITY OF HOBART, AS SHOWN IN PLAT BOOK 4, PAGE 12, IN LAKE COUNTY, INDIANA.

Parcel Number: 45-13-05-154-023.000-018 45-13-05-154-024.000-018 45-13-05-154-022.000-018

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.

Martin J. Chelich is the beneficiary of the Testamentary Trust created for him under the Betty I. Chelich Revocable Living Trust. That the children of Martin J. Chelich are the remainder interest holders of the Testamentary Trust after the passing of Martin J. Chelich. That specifically, Martin J. Chelich shall have a life estate in the aforementioned real estate.

All decisions relating to the expense of Trust funds, sale, improvement, subdivision, dedication, lease or mortgage of the Trust property or Trust funds shall be subject to the approval of the Successor Trustee, Lori Okichich and the Guardian of Martin J. Chelich, Michael J. Chelich At no time does Martin J. Chelich or his Guardian have that ability to sell the real estate without the consent of the Successor Trustee, Lori Okichich.

The Trustee(s), governed by the terms set forth above, 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 re-subdivide 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 estate, ties vested in the Trustee(s), to donate, to dedicate, to mortgage, pledge or otherwise encumber the feat estate, or any part thereof, to lease the real estate, or any part thereof, from time to time, in possessing or reversion, by leases to commence in praesenti or in futuro, any surgest or the property of the prope

JUN 24 2022

JOHN E. PETALAS LAKE COUNTY AUDITOR

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 anytime or times hereafter, so long as said actions are in the best interests of Martin J. Chelich, as agreed by his Guardian, Michael J. Chelich.

The Trustee(s), shall also have full power and authority to compensate and/or reimburse any and all Trustee, beneficiary interest holders, contractors, repairman, company or entity for taxes, fees, utilities, expenses, work, construction, maintenance or repairs and any related costs thereto associated with the Trust property.

In no case shall any party dealing with the Trustee(s) or any successor in trust, in relation to the real estate, or to whom the real state or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee(s) 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(s), or be obliged or privileged to inquire into any terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee(s), 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(s), 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 property appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust, again subject to written a majority rule vote governed by the terms set forth above.

In the event of the death of Martin J. Chelich or one of his heirs at law, namely his children, the beneficial interests in this trust shall pass per stirpes.

This conveyance is made upon the express understanding and condition that the Trustee(s), nor his/her successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or

decree for anything he/she 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 Trustee(s) 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(s), in his/her own name, as Trustee(s) of an express trust and not individually (and the Trustee(s) 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(s) 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 beneficiarly 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 beneficiarly 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 Lori Okichich, as Trustee of the BCCT Trust created for the benefit of Martin J. Chelich, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event Lori Okichich is unable or refuses to act as Trustee(s), for any reason, Michael J. Chelich shall serve as Successor Trustee.

| N WITNESS THEREO | F, Lori Okichic , 2022. | n, Trustee, has hereunto set her hand and seal on this 17 day |
|------------------|----------------------------|---|
| | | Smi Okukirk Lori Okichich |
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| | | ordo. |

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The original beneficiaries hereunder hereby agree to and agree to be bound by the terms as set forth above.

Martin J. Chelich by Michael J. Chelich Guardian

This Instrument Prepared by Rees and Lange, P.Cs.
301 Main Street, Hobart, IN 46342
219-947-1692
Page 5 of 5

| EXECUTED AND DELIVERED IN MY PRESENCE: |
|--|
| Witness Signature |
| Stoung M. Jange Witness Printed LACEE MOORE Noter Public, State of Indiana |
| STATE OF INDIANA) SEAL SEAL SCOMMISSION NUMBER NP0727932 |
| SS: July 27, 2028 |
| Before me, a notary public in fore said county and state this LHday of JUNE, 2022, Lori Okichich, acknowledged the execution of the foregoing or attached BCTT Trust as her voluntary act for the purposes stated therein. |
| Before me, a Notary Public in and for said County and State, personally appeared Maranda M. Cimino, being Known to me to be the person whose name is subscribed as a witness to the forgoing instrument, who being duly sworm by me, deposes and says that the forgoing instrument was executed and delivered Lori Okichich, in the above-named subscribing witness' 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 my Mand and Notarial Seal this day of Une, 2022. |
| Notary Signature Occe Notary Print I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Shama M. Lange |
| Page 4 of 5 |
| Ann. 1997 |