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DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Feb 15 2023 GM

PEGGY HOLINGA-KATONA LAKE COUNTY AUDITOR

2023-504493 02/15/2023 03:39 PM TOTAL FEES: 25.00 BY: 1AS PG #: 3

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD GINA PIMENTEL RECORDER

MAIL TAX BILLS TO: LOUIS PENA 1916 E. COLUMBUS DRIVE EAST CHICAGO, IN 46312

## DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantor, LOUIS PENA, of Lake County, Indiana, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration the receipt of which is hereby acknowledged, conveys and warrants to LOUIS PENA, as Trustee, of Lake County, Indiana. under the provisions of the LOUIS PENA REVOCABLE TRUST AGREEMENT DATED FEBRUARY 15, 2023 the following described real estate in Lake County, Indiana, to-wit:

Lot "E", Resubdivision of Lots 16 to 21, Both Inclusive, Block 4, Park Addition to Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 16 page 15, in the Office of the Recorder of Lake County, Indiana.

Parcel Number: 45-03-22-359-023 000-024

Common Address: 1916 E. Columbus Drive, East Chicago, IN 46312

### Subject to:

- 1. All unpaid taxes and assessments
- 2. All covenants, easements and restrictions of record
- 3. All legal highways of record
- 4. The Grantors certify under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this deed.

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.

The mailing address to which statements should be mailed under I.C. 6-1.1-22-8.1 is 1916 E. Columbus Drive, East Chicago, IN 46312. The mailing address of the Louis Pena Revocable Trust Agreement dated February 15, 2023 is 1916 E. Columbus Drive, East Chicago, IN 46312.

LOUIS PENA has beneficial interest 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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Full power and authority is hereby granted 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 such 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 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 reasement appurtenant to the real estate or any 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 beferader.

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 purplase money, rent or money borrowed or advanced on the real estate, or be obliged to see that the terms of this Trust have been compiled with; or be obliged to inquire into the authority, necessity or expediency of any act of the Trustee, or be obliged to privileged to inquire into any of the terms of the Trust Agreement; and every decrease, 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 (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 erreated by this Indenture and by the Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was excepted 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 beneficiars thereunder, (c) that the Trustee, or any successor in trust, was duly authorized and engopowered 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 successor or increases or intrust, that successor or increases or intrust.

This conveyance is made on the express understanding and condition that LOUIS PENA, individually, as Trustee, or his successor or successors in trust shall not incur any personal liability or be subjected to any daim, 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 Trustee in connection with the real estate may be entered into by the Trustee 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 elections of the Trustee, in the Trustee's own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such control, obligation or indebtedness, except only so far as the Trust Property and funds in the actual possession of the Trustee shall have, doligation or indebtedness, except only so far as the Trust Property and funds in the actual possession of the Trustee shall be applieable 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 lite or interest, legal or equitable, in or

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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 LOUIS PENA, as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

Upon the resignation as Trustee, death, legal disability of LOUIS PENA or his inability to manage his affairs, then ALICE PENA is appointed Trustee of the trusts established under said Trust Agreement. If ALICE PENA is removed (and the Settlor of said Trust Agreement chooses not to serve as successor Trustee), dies, resigns, is under a legal disability, is unable to manage her affairs, or is otherwise unable or refuses to serve as Trustee, ALBERT PENA is appointed Trustee of the trusts established under said Trust Agreement. Other than for the legal disability of an individual trustee, which shall be determined by a Court having jurisdiction over that person, the determination as to an individual trustee, which shall be manage his affairs at any time shall be made in writing by that person's physician, and the successor Trustee may rely upon written notice of that determination. Any successor Trustee shall automatically assume the position of Trustee upon the signing of an oath and acceptance without the necessity of any court order or approval of the same. The Settlor of said Trust Agreement reserves the right to remove the Trustee from the office of Trustee and to serve as successor Trustee.

| IN WITNESS WHEREOF, we have signed this Deed in Trust this 15th day of February, 2023 |          |
|---|----------|
| LOUIS PENA  | <u> </u> |
| STATE OF INDIANA  | 94       |
| COUNTY OF LAKE  | ) SS:    |

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of February, 2023, LOUIS PENA, acknowledged the execution of the foregoing Deed in Trust as his voluntary act for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 15th day of February, 2023.

My Commission Expires: 1/28/26 County of Residence: Lake Commission No. 708364

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security of the content of the penalties for perjury, that I have taken reasonable care to redact each Social Security of the content of the penalties for perjury, that I have taken reasonable care to redact each Social Security of the penalties for perjury, that I have taken reasonable care to redact each Social Security of the penalties for perjury that I have taken reasonable care to redact each Social Security of the penalties for perjury that I have taken reasonable care to redact each Social Security of the penalties for perjury that I have taken reasonable care to redact each Social Security of the penalties for perjury that I have taken reasonable care to redact each Social Security of the penalties for perjury that I have taken reasonable care to redact each Social Security of the penalties for perjury that I have taken reasonable care to redact each Social Security of the penalties for pe

This Instrument Prepared by: Jared R. Tauber, Esq. Tauber Law Offices 1415 Eagle Ridge Drive Schererville, IN 46375 (219) 865-6666