

2024-5 18891
03/27/2024 19:35:11
TOTAL FEES: 25.00
BY: JAS
PG #: 3
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Mar 21 2024 BDD

PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

MAIL TAX BILLS TO:
MARK A. SPAIN
2701 SEBERGER DRIVE
HIGHLAND, IN 46322

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the **Grantor, MARK A. SPAIN**, 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 **MARK A. SPAIN, ERIC A. SPAIN and JESSE L. SPAIN as Co-Trustees**, of Lake County, Indiana, under the provisions of the **SPAIN JOINT REVOCABLE TRUST AGREEMENT DATED MARCH 8, 2005** the following described real estate in Lake County, Indiana, to-wit:

LOT 59 IN SEBERGER FARMS, A PLANNED UNIT DEVELOPMENT TO THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 98 PAGE 51, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Parcel Number: 45-07-28-328-031.000-026

Common Address: 2701 Seberger Drive, Highland, IN 46322

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 2701 Seberger Drive, Highland, IN 46322. The mailing address of the Grantee, the Spain Joint Revocable Trust Agreement dated March 8, 2005 is 2701 Seberger Drive, Highland, IN 46322.

MARK A. SPAIN has a beneficial interest in the trust described above, will occupy the real estate described above, and meets the requirements of Indiana Code 6-1.1-12-17.9 for a trust entitled to deductions.

NOT AN OFFICIAL DOCUMENT

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 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 (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 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 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 it, his, her or their predecessor in trust.

This conveyance is made on the express understanding and condition that **MARK A. SPAIN, ERIC A. SPAIN and JESSE L. SPAIN**, collectively, as Co-Trustees, or his 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 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 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

