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GINA PIMENTEL RECORDER STATE OF INDIANA LAKE COUNTY RECORDED AS PRESENTED

2024-009706

9:03 AM 2024 Mar 28

MAIL TAX BILLS TO: AND GRANTEES ADDRESS:

Thomas M. Parrish and Bonnie S. Parrish, Trustees 11519 Hanley Street Crown Point, Indiana 46307

TAX KEY NO. 45-15-12-451-011.000-041 45-15-12-451-012.000-041 45-15-12-451-008.000-041

> ADDRESS OF REAL ESTATE 11519 Hanley Street Crown Point, Indiana 46307

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantors, Thomas M. Parrish and Bonnie S. Parrish, Husband and Wife, of Crown Point, Indiana, for no consideration and to transfer title only, convey and warrant to Thomas M. Parrish and Bonnie S. Parrish, Trustees, under the provisions of the PARRISH LIVING TRUST, dated March 26, 2024, 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.

Grantors have a beneficial interest in the trust described above, will occupy the real estate described above, and are qualified as life tenants in possession of the real estate described above for purposes of Indiana Code 6-1.1-1-9(f).

Grantors, jointly and severally, by execution hereof, declare that it is their intention to elect that the real estate described herein shall be treated as matrimonial property as the same is defined in LC. 30-4-3-35. It is their intention to have this transfer and election comply with all of the terms and conditions of LC. 30-4-3-35, as the same exists now, or as it may exist hereafter, as the same may be amended from time to time.

The Trustees 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

DULY ENTERED FOR TAXATION SUBJECT FINAL ACCEPTANCE FOR TRANSFER

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PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR RÞ

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 Trustees, 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 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 lease and 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 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 Trustees, 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

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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 neither Thomas M. Parrish and Bonnie S. Parrish, individually, or as Trustees, nor their 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 happening in or about the real estate, any and all such liability bein 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 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 their own names, as Trustees of an express trust and not individually (and the Trustees 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 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 being to vest in Thomas M. Parrish and Bonnie S. Parrish, as Trustees, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event either Thomas M. Parrish and Bonnie S. Parrish is unable or refuses to act as Trustee, for any reason, then the other shall be permitted to continue to serve as Trustee solely. In the event both Thomas M. Parrish and Bonnie S. Parrish are unable or refuse to act as Trustee, for any reason, then the following individuals shall serve as Successor Trustees, in successive order:

MATTHEW T. PARRISH GREGORY J. PARRISH SARAH J. SCHLICH ecorder

| IN WITNESS THEREOF, the Parties | ereto have set | t their hands and seals on March 26, |
|--|-----------------|--------------------------------------|
| Thomas M. Parrish | | |
| Bonnie S. Parrish | | |
| STATE OF INDIANA |) | |
| | SS | |
| COUNTY OF LAKE |) | |
| I am a Notary Public in and for said Co | inty and State. | e, and do hereby certify that Thomas |
| M. Parrish and Bonnie S. Parrish, Husband an | Wife, person | nally known to be the same persons |
| whose names subscribed to the foregoing inst | mont oppoor | ed before me this day in person and |

GIVEN under my hand and Notarial Seal on March 26, 2024.

act, for the uses and purposes set forth therein.

Delsoral & Seldomudgi
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. By: Amy K. Nowaczyk, Preparer.

acknowledged that they signed, sealed and delivered the instrument as their free and voluntary

Document Prepared By: Amy K. Nowaczyk, O'Drobinak & Nowaczyk P.C., 333 E. Summit Street, Crown Point, IN 46307

LEGAL DESCRIPTION

Parcel I: Part of the North % of the Southwest 1/4 of the Southeast 1/4 of Section 12. Township 34 North. Range 9 West of the 2nd Principal Meridian, in Lake County. Indiana, described as follows: Beginning at a point 575.11 feet West and 152.57 feet North of the Southeast corner of said North % of the Southwest 1/4 of the Southeast 1/4, said point being in the center of a paved road; thence North adistance of 140.35 feet; thence Southwesterly with an interior angle of 76 degrees 56 minutes a distances of 162.59 feet to a point on the East line of the Mary Seramour Est. Tract as shown in Legal Survey Record 4 page 88, said point being 187.53 feet North of the Southeast corner of said tract; thence South along said East line a distance of 118.53 feet; thence Northeasterly with an interior angle of 84 degrees 56 minutes a distance of 159.06 feet to the point of beginning.

Parcel II: Part of the North % of the Southwest 1/4 of the Southeast 1/4 of Section 12. Township 34 North, Range 9 West of the 2^{nd} Principal Heridian, in Lake County. Indiana, described as follows: Beginning at a point 446.72 feet West and 108 feet North of the Southeast corner of said North % of the Southwest 1/4 of the Southeast 1/4; thence North a distance of 216.0 feet; thence Southwesterly with an interior angle of 76 degrees 56 minutes a distance of 131.80 feet; thence South a distance of 140.35 feet to the center line of a paved road; thence Northeasterly with an interior angle of 84 degrees 56 minutes along said center line a distance of 21.65 feet; thence Southeasterly along said center line a distance of 116.0 feet, more or less, to the point of beginning.

Parcel III: Part of the Southwest Quarter of the Southeast Quarter of Section 12, Township 34 North, Range 9 Mest of the 2nd Principal Meridian, described as follows: Commencing at a point on the East line of the Mary Seramore Estate Tract as shown in Legal Survey Record 4 page 88, that is 277.06 feet South of the Northeast corner of said Seramore Tract, said point is also the Southwest corner of a tract deeded to Jesse R. and Catherine Trueblood and recorded in beed Record 1076 page 148, thence South along the East line of said Seramore Tract 129.54 feet to the Northwest corner of a tract deeded to Milliam and Virginia Szaller and recorded in Deed Record 1222 page 258, thence Northeasterly along the North line of said Szaller Tract and said North line extended Easterly a distance of 302.78 feet, more or less, to the West line of a tract deeded to Ernest D. Brown and Donna B. Brown and recorded May 18, 1972 as Document No. 148852; thence North with an interior angle of 103 degrees 4 minutes (measured from West to North from the last described line) a distance of 189.93 feet to a line that is parallel to and 150 feet South of the North line of said Southwest Quarter of the Southeast Quarter, thence West along said parallel line 120.66 feet to the intersection of the Southerly line, extended Easterly, of the said Trueblood Tract, thence Southwesterly along the Southerly line and the Southerly line extended Easterly of said Trueblood Tract, a distance of 215.63 feet to the point of commencement in take County, Indiana.