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APR 03 2024

INDIANA PIMENTE RECORDS
STATE OF INDIANA
LAKE COUNTY
RECORDED AS PRESENTED

2024-01112
2:48 PM 2024 Apr 3

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

MAIL TAX BILLS TO: 4853 Drummond St., East Chicago, IN 46312

DEED IN TRUST

THIS INDENTURE WITNESSETH, that GRANTORS, **JUAN RIOS** and **VICENTA RIOS**, of Lake County, Indiana, for no consideration and to transfer title only, convey and warrant to Juan Rios and Vicenta Rios, Trustees, under the provisions of **THE RIOS REVOCABLE TRUST NO. 001**, dated October 3, 2023, the following described real estate in Lake County, State of Indiana, to wit:

The south 12.5 Feet of Lot 25 and the North 20.5 Feet of Lot 26, Block 19, Calumet Addition to East Chicago, as shown in Plat Book 8, Page 32, in Lake County, Indiana.

PIN: 45-03-28-482-018.000-024

Commonly known as: 4853 Drummond St., East Chicago, IN 46312



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 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 I.C. 30-4-3-34. It is their intention to have this transfer and election comply with all of the terms and conditions of I.C. 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 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 present or in 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 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, it 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 of 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

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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 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 Juan Rios and Vicenta Rios, 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 being 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 each 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, avail 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, avail and proceeds thereof as aforesaid, the intention hereof being to vest in Juan Rios and Vicenta Rios, 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 Juan Rios or Vicenta Rios 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 Juan Rios and Vicenta Rios are unable or refuses to act as Trustee, for any reason, then the following individuals shall serve as Successor Trustee, in successive order:

Juan Luis Rios
Ivan Rios
Judith Rios

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IN WITNESS WHEREOF, the Grantor has executed this deed on the 3rd day of October 2023.

Juan Rios
JUAN RIOS

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of October 2023, personally appeared JUAN RIOS and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



Signature Theresa Lynn Dougherty

IN WITNESS WHEREOF, the Grantor has executed this deed on the 3rd day of October 2023.

Vicenta Rios
VICENTA RIOS

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of October 2023, personally appeared VICENTA RIOS and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



Signature Theresa Lynn Dougherty

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. /s/ Sara J. Miller

This instrument prepared by:
Sara J. Miller, Law Offices of Kristina L. Garza, P.C.,
11045 Broadway, Ste. D, Crown Point, IN 46307 (219) 971-9836