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GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
RECORDED AS PRESENTED

2024-030479

8:38 AM 2024 Oct 23

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**MAIL TAX BILLS TO:
AND GRANTEES ADDRESS:**

TAX KEY NO. 45-15-35-452-002.000-043

PAUL A. JOSTES and DEBORAH YVONNE JOSTES, Trustees
7015 W. 148th Avenue
Cedar Lake, IN 46303

ADDRESS OF REAL ESTATE
7015 W. 148th Avenue
Cedar Lake, IN 46303

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantors, PAUL JOSTES aka PAUL A. JOSTES and YVONNE JOSTES, aka DEBORAH YVONNE JOSTES, Husband and Wife, of Cedar Lake, Indiana, who hereafter reserves a life estate unto themselves, for no consideration and to transfer title only, conveys and warrants to PAUL A. JOSTES and DEBORAH YVONNE JOSTES, Co-Trustees, under the provisions of the JOSTES LIVING TRUST, dated September 19, 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 I.C. 30-4-3-35. 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

DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

OCT 22 2024

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR



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10840
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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 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 PAUL A. JOSTES and DEBORAH YVONNE JOSTES, 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 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 PAUL A. JOSTES and DEBORAH YVONNE JOSTES, as Trustees, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event both PAUL A. JOSTES and DEBORAH YVONNE JOSTES, are unable or refuse to act as Trustee, for any reason, the following individuals shall serve as Trustees, in successive order

CODY T. JOSTES
GARY D. KEY

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Proprietary

PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 34-NORTH, RANGE 9-WEST OF THE SECOND PRINCIPAL MERIDIAN, (EXCEPT THE EAST 5 ACRES THEREOF), MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT 170 FEET NORTH OF THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID TRACT 270 FEET, THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID TRACT 170 FEET TO THE SOUTH LINE THEREOF, THENCE EAST ON THE SOUTH LINE OF SAID TRACT 516.18 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE PARCEL CONVEYED TO JOSEPH LEVY AND SYLVIA LEVY, HUSBAND AND WIFE, BY WARRANTY DEED DATED MAY 4, 1940 AND RECORDED JULY 8, 1940, IN DEED RECORD 516, PAGE 136, THENCE NORTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID TRACT 204 FEET MORE OR LESS TO THE SOUTH LINE OF THE 34 FOOT STRIP CONVEYED TO WM. W. CAMP AND CUSSIE W. CAMP, HUSBAND AND WIFE, BY WARRANTY DEED DATED APRIL 1, 1940 AND RECORDED APRIL 5, 1940, IN DEED RECORD 611, PAGE 291, THENCE WEST ON THE SOUTH LINE OF SAID CAMP PARCEL 786.18 FEET MORE OR LESS TO THE WEST LINE OF SAID TRACT, THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT 34 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

Recorder