

# NOT AN OFFICIAL DOCUMENT

2024-336-0  
10/25/2024 09:14 AM  
TOTAL FEES: \$2.00  
BY: MA  
PG # : 2  
RECORDED AS PRESENTED

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Oct 24 2024 BDD

PEGGY HOLINGA-KATONA  
LAKE COUNTY AUDITOR

## DEED IN TRUST (INDIANA)

Above Space for Recorders use only

### THE GRANTOR

Carl Moak, of the County of Lake and State of Indiana for and in consideration of (\$10.00) Ten and 00/100 DOLLARS, and other good and valuable considerations in hand paid, Conveys and (QUIT CLAIMS) unto Carl R. Moak, of 14058 Breakwater Lane, Cedar lake, IN, 46303, as Trustee under the provisions of a trust agreement dated the 24<sup>th</sup> day of October, 2024 and known as the **CARL R. MOAK TRUST** (hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Lake and State of Indiana, to wit:

**LOT 138 IN BEACON POINTE – UNIT 4, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 113 PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

Property No.: 45-15-27-359-008.000-014

Commonly known as: 14058 Breakwater Lane, Cedar Lake, IN 46303

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth:

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof to dedicate parks, street, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property 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 said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti 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 and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange said property, 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 said premises or any part thereof; and to deal with said property 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 said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said 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 said trust agreement

No Sales Disclosure Needed

Oct 24 2024

By: FGR

Office of the Lake County Assessor

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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 said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee 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 its, his, hers, or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 other disposition of said 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 said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Indiana, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 24<sup>th</sup> day of October, 2024.

*Carl Moak*

Carl Moak

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. James Lanting

State of Indiana,

County of Lake ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carl Moak personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24<sup>th</sup> day of October, 2024.

Commission expires  
Commission #712189



*Suzanne Cook*  
NOTARY PUBLIC

This instrument was prepared by: James Lanting, 938 West US 30, Schererville, IN 46375

MAIL TO:  
Lanting, Paarlberg & Associates, Ltd.  
938 West US 30  
Schererville, IN 46375

SEND SUBSEQUENT TAX BILLS TO:  
Carl R. Moak Trust  
140 Breakwater Lane  
Cedar Lake, IN 46303

No Sales Disclosure Needed  
Oct 24 2024  
By: gh  
Office of the Lake County Assessor