

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Nov 22 2024 BDD

PEGGY HOLINGA-KATONA  
LAKE COUNTY AUDITOR

**MAIL TAX BILLS TO:**

JAMES F. TOTH, SR.  
ROXANNE C. TOTH  
14255 W. 94<sup>th</sup> PLACE  
ST. JOHN, IN 46373

## DEED IN TRUST

THIS INDENTURE WITNESSETH, that the **Grantors, JAMES F. TOTH AND ROXANNE C. TOTH, Husband and Wife**, 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, convey and warrant to **JAMES F. TOTH, SR. AND ROXANNE C. TOTH, as Trustees**, of Lake County, Indiana, under the provisions of the **JAMES F. TOTH, SR. & ROXANNE C. TOTH TRUST DATED JANUARY 3, 2008** the following described real estate in Lake County, Indiana, to-wit:

Lot 143 in Bramblewood Unit 2, an Addition to the Town of St. John, as per plat thereof, recorded in Plat Book 93 page 68, in the Office of the Recorder of Lake County, Indiana.

**Parcel Number:** 45-11-31-105-001.000-035

**Common Address:** 14255 W. 94<sup>th</sup> Place, St. John, IN 46373

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 14255 W. 94<sup>th</sup> Place, St. John, IN 46373. The mailing address of the Grantee is 14255 W. 94<sup>th</sup> Place, St. John, IN 46373.

**JAMES F. TOTH, SR. and ROXANNE C. TOTH have beneficial interests in the trust described above, will occupy the real estate described above, and meet the requirements of Indiana Code 6-1.1-12-17.9 for a trust entitled to deductions.**

Sales Disclosure Approved  
Nov 22 2024  
By: JF

Office of the Lake County Assessor

# 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 its, his, her or their predecessor in trust.


This conveyance is made on the express understanding and condition that **JAMES F. TOTH, SR. AND ROXANNE C. TOTH**, individually, as Trustees, or their 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 to the real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof to vest in **JAMES F. TOTH, SR. AND ROXANNE C. TOTH**, as Trustees, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

# NOT AN OFFICIAL DOCUMENT

Upon the resignations as Trustees, deaths, legal disability of both **JAMES F. TOTH, SR. AND ROXANNE C. TOTH** or their inability to manage their affairs, then **TAMMY J. TOGTMAN** is appointed Trustee of the trusts established under said Trust Agreement. If **TAMMY J. TOGTMAN** is removed (and the Settlor of said Trust Agreement chooses not to serve as successor Trustee), dies, resigns, is under a legal disability, is unable to manage her affairs, or is otherwise unable or refuses to serve as Trustee, **GREGORY J. TOTH** is appointed Trustee of the trusts established under said Trust Agreement. Other than for the legal disability of an individual trustee, which shall be determined by a Court having jurisdiction over that person, the determination as to an individual trustee's inability to manage his or her affairs at any time shall be made in writing by that person's physician, and the successor Trustee may rely upon written notice of that determination. Any successor Trustee shall automatically assume the position of Trustee upon the signing of an oath and acceptance without the necessity of any court order or approval of the same. The Settlor of said Trust Agreement reserves the right to remove the Trustee from the office of Trustee and to serve as successor Trustee.

IN WITNESS WHEREOF, we have signed this Deed in Trust this 22<sup>nd</sup> day of November, 2024.

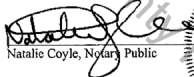
  
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**JAMES F. TOTH**

  
\_\_\_\_\_  
**ROXANNE C. TOTH**

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF LAKE            )

Before me, the undersigned, a Notary Public in and for said County and State, this 22<sup>nd</sup> day of November, 2024, **JAMES F. TOTH AND ROXANNE C. TOTH**, acknowledged the execution of the foregoing Deed in Trust as their voluntary act for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 22<sup>nd</sup> day of November, 2024.

  
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Natalie Coyle, Notary Public



My Commission Expires: 1/28/26  
County of Residence: Lake  
Commission No. 708364

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. (Jared R. Tauber, Esq.)

This Instrument Prepared by:  
Jared R. Tauber, Esq.  
Tauber Law Offices  
1415 Eagle Ridge Drive  
Scherverville, IN 46375  
(219) 865-6666