

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

985571

A F F I D A V I T

Comes now EDMUND MICHALAK, affiant herein, and being duly sworn upon oath, deposes and says:

1. That he is a resident of the State of Indiana, County of Lake.
2. That HELEN MICHALAK, who was also known as HELENA MICHALAK, and who died on September 15, 1983, was his natural mother; that affiant and his sole sibling, HENRY MICHALAK, were the natural heirs of the said HELEN MICHALAK.
3. That the said HENRY MICHALAK died on March 28, 1988, leaving affiant as sole surviving heir of the said HELEN MICHALAK.
4. That the said HELEN MICHALAK died as holder of a certain mortgage for Three Thousand (\$3,000.00) Dollars from HENRY MICHALAK and FLORENCE MICHALAK, husband and wife, to HELEN MICHALAK dated December 30, 1971 and recorded April 27, 1972 as Document No. 146114.
5. That affiant hereby releases and waives any and all rights, claims or interest in and to said mortgage for Three Thousand (\$3,000.00) Dollars from HENRY MICHALAK and FLORENCE MICHALAK, husband and wife, to HELEN MICHALAK dated December 30, 1971 and recorded April 27, 1972 as Document No. 146114.
6. That the trust instrument by the said HELEN MICHALAK dated November 27, 1970, and recorded March 15, 1971 as Document No. 92685 was never terminated by the said settlor HELEN MICHALAK, and that the direction of the said settlor was given to the surviving trustee, HENRY MICHALAK, for the execution of the deed recorded March 23, 1988, as Document No. 969435, and that affiant hereby releases and waives any right, claim or interest he may have or have had thereunder.

7. That affiant makes this affidavit for the purpose of clearing title to real property legally described as follows and for no other purpose:

Lots 9 & 10 in Block 1 of Gary Bond and Mortgage Company's 6th Addition to Gary, in the City of Hammond.

FURTHER, AFFIANT SAITH NOT.

Subscribed and sworn to before me, a Notary Public this 22nd day of June, 1988.

Edmund Michalak
EDMUND MICHALAK

Lisa Trgovich
NOTARY PUBLIC

LISA TRGOVICH
A RESIDENT OF LAKE COUNTY, IND.
MY COMMISSION EXPIRES 9-20-91

Prepared by Camen A. Fernandez, Attorney at Law, 4732 Indianapolis Blvd. East Chicago, In.

LILLIAN A. BLASTICK
RECORDER, LAKE COUNTY
CROWTFOOT POINT INDIANA 46307
FILED FOR RECORD
LAKE COUNTY INDIANA
JUL 6 8 15 AM '88

950-1

T R U S T A G R E E M E N T

This Agreement, made and entered into this 27th day of November, 1970, by and between HELEN MICHALAK, a widow and not remarried, of Lake County, in the State of Indiana, hereinafter called the "Settlor"; and, AND, HENRY MICHALAK and FLORENCE MICHALAK, Co-Trustees of Lake County, Indiana, WITNESS THAT:

Whereas, the Settlor is the Owner of the following described real property, located in Lake County, in the State of Indiana, to-wit:

Lots Nine (9) and Ten (10), Block One (1), in Gary, Bond and Mortgage Company's Sixth Addition to Gary, in the City of Hammond, as per plat thereof, recorded in Plat Book Ten (10), page thirty-three (33), in the Office of the Recorder of Lake County, Indiana,

which real property has this day been conveyed by the Settlor to said Co-Trustees, and

Whereas, it is the desire of the Settlor that the Co-Trustees hereinabove named Co-Trustees shall hold title to the above described real estate, as Co-Trustees for the uses and purposes herein after set forth, which trust said Co-Trustees have agreed to accept and perform:

NOW, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein contained and set forth, said parties hereto do hereby mutually covenant and agree as follows, to-wit:

1. The Co-Trustees shall hold, control and manage the above described real estate for the term of their natural lives from and after the date hereof for the use and benefit of the Settlor and according to the judgment and direction of the said Co-Trustees.

2. The said Co-Trustees shall have the right to use, enjoy and occupy said real estate for the balance of their natural lives on the provision that they maintain the same in good repair, pay all real estate taxes as the same come due and pay for proper fire insurance coverage upon said premises. It is further understood that no extensive remodelling of said premise be done by them without first having procured the written approval of the Settlor.

3. The Co-Trustees shall annually give evidence to the Settlor that they have paid all of the bills by them to be paid, and, upon their failure to so do the Settlor shall have the right to remove them from occupancy of said premises and to appoint Successor Trustees or to revoke this entire agreement and take back the premises for herself.

4. Upon the death of the Settlor the Co-Trustees shall continue to hold the premises in question for the balance of their natural lives and shall be accountable to the beneficiaries of this Trust, namely, RONALD MICHALAK, HERBERT G. MICHALAK, GERALD MICHALAK and DENNIS MICHALAK.

5. At anytime during the pendency of this Trust, should it become desirable that the real estate held by the Co-Trustees be sold, the Co-Trustees must first procure the written direction of the Settlor, if alive, to sell and also the written direction of at least three (3) of the Four (4) beneficiaries hereof to so sell. If the Settlor is dead the written direction of at least three (3) of the four (4) beneficiaries of this trust shall be required to sell said premises.

6. The rule set out at Item Five (5) above shall also apply with respect to the leasing or renting of said premises or to the encumbrance of same by a real estate mortgage.

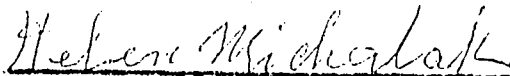
7. This trust may be revoked and terminated by the Settlor at anytime during her lifetime by giving written notice to the Co-Trustees at least thirty (30) days prior to the contemplated date of such revocation and termination. Similar notice shall be served upon all of the beneficiaries of said trust by the Settlor. Upon the death of both of the Co-Trustees by the written consent of the beneficiaries hereof only and such consent must be unanimous.

8. Should this trust remain in full force and effect for the entire span of the life-times of the Co-Trustees hereunder, upon the death of both of them the same shall be terminated and the real estate held hereby shall revert to the Settlor, if she is alive, and, if she be dead the real estate held hereby shall become the absolute property of the beneficiaries named hereunder, in equal shares, namely, RONALD MICHALAK, HERBERT G. MICHALAK, GERALD MICHALAK and DENNIS MICHALAK.

9. Each beneficiary hereunder is hereby restrained from anticipating, encumbering, alienating or in any other manner assigning his interest or estate in the assets of said trust, and is without power to do so, nor shall such interest or estate be subject to his liabilities nor to judgment or to other legal process, bankruptcy proceedings or claims of creditors, until such time as said trust is terminated and they become vested with the title thereof.

10. The purpose of this trust is to provide to the Co-Trustee during their life times a home to live in provided they keep the same in good repair and pay all normal charges. It is the further purpose of this trust that should the same remain in full force and effect for the life times of the Co-Trustees, for the title to the real estate so placed in trust to vest in equal shares in the names of the beneficiaries therein named. It is also the purpose of this trust to maintain the power to sell such real estate from the Co-Trustees so that they cannot themselves sell said premises, but that the same can only be sold, leased, rented or encumbered at the direction of the Settlor, if she be alive, plus at the direction of at least 3 of the 4 beneficiaries hereunder, and, if the settlor be dead, then only at the written direction of all of the beneficiaries.

IN WITNESS WHEREOF the several parties to this Trust Agreement have signed three (3) copies of this Agreement this 27th day of November, 1970.


HELEN MICHALAK...SETTLOR

Henry Michalak
HENRY MICHALAK...Co-Trustee

Florence Michalak
FLORENCE MICHALAK..Co-Trustee

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me the undersigned, a notary public in and for said County and State, this 27th day of November, 1970, did personally appear HELEN MICHALAK, a widow and not remarried, SETTLOR, and HENRY MICHALAK and FLORENCE MICHALAK, Co-Trustees of this Trust Agreement, and acknowledged the execution of the foregoing as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal.

Norbert Wiekliniski
Norbert Wiekliniski,
Notary Public

My Commission Expires:

July 27, 1972