

2094304

7439 Marshall
Hm 46323

Trust No. 13-3048

This Trust Agreement, dated this 9TH day of APRIL

1990, and known as Trust Number 13-3048, is to certify that the BANK OF HIGHLAND

a corporation of Indiana as trustee hereunder, is about to take title to the following described real estate in LAKE County, Indiana, to-wit:

Key # 35-360-13

LOT NO. THIRTEEN (13) IN BLOCK NO. FOUR (4), AS MARKED AND LAID DOWN ON THE RECORDED PLAT OF ROXANA 1ST ADDITION TO HAMMOND, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., LAKE COUNTY, INDIANA, AS THE SAME APPEARS OF RECORD IN PLAT BOOK 20, PAGE 24, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

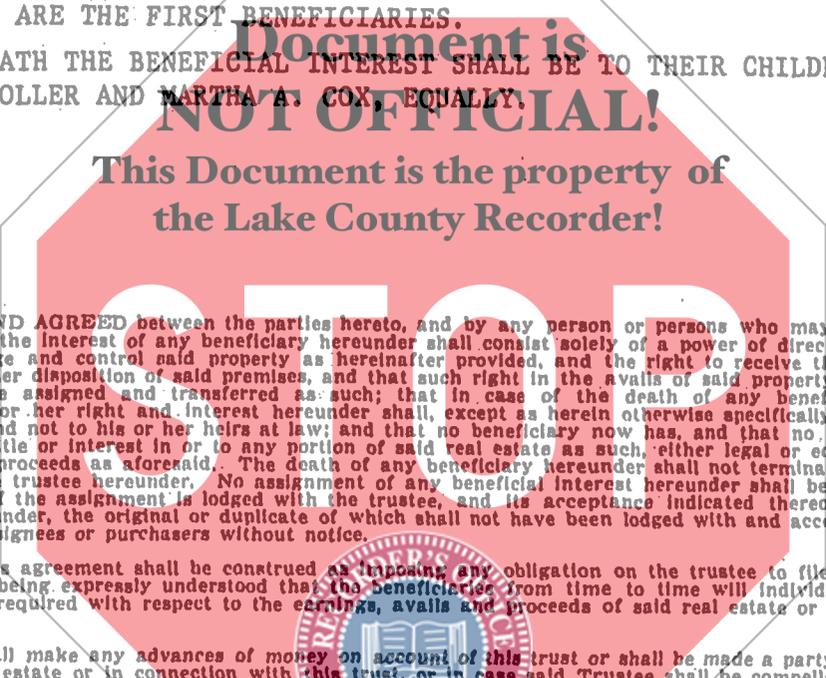
APR 09 1990

Anna N. Antos
AUDITOR LAKE COUNTY

otherwise known as No. 7439 MARSHALL AVENUE, HAMMOND, INDIANA 46323 and that when it has taken the title thereto, or to any other real estate deeded to it as trustee hereunder, it will hold it for the uses and purposes and upon the trusts herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to-wit:

ROBERT W. SCHOLLER AND MARY SCHOLLER, HIS WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, ARE THE FIRST BENEFICIARIES.

UPON THEIR DEATH THE BENEFICIAL INTEREST SHALL BE TO THEIR CHILDREN, ROBERT L. SCHOLLER AND MARTHA A. COX, EQUALLY.



STATE OF INDIANA/S.S. No. 13-3048
LAKE COUNTY
FILED FOR REC'D
APR 9 1 29 PM 1990
ROBERT "BOB" F. ...
RECORDER

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said premises, and that such right in the avails of said property shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the trustee until the original or a duplicate of the assignment is lodged with the trustee, and its acceptance indicated thereon, and every assignment of any beneficial interest hereunder, the original or duplicate of which shall not have been lodged with and accepted by the trustee, shall be void as to all subsequent assignees or purchasers without notice.

Nothing contained in this agreement shall be construed as imposing any obligation on the trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries from time to time will individually make all such reports, and pay any and all taxes, required with respect to the earnings, avails and proceeds of said real estate or growing out of their interest under this trust agreement.

In case said Trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case said Trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law, judgments or decrees, or otherwise, the beneficiaries hereunder do hereby jointly and severally agree as follows: (1) that they will on demand pay to the said Trustee, with interest thereon at the rate of 7% per annum, all such disbursements or advances or payments made by said Trustee, together with its expenses, including reasonable attorneys' fees; (2) that the said Trustee shall not be required to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall have been fully paid, together with interest thereon as aforesaid, and (3) that in case of non-payment within ten (10) days after demand said Trustee may sell all or any part of said real estate at public or private sale on such terms as it may see fit, and retain from the proceeds of said sale a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorneys' fees, rendering the overplus, if any, to the then beneficiaries. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder. The sole duty of the Trustee with reference to any such legal proceeding shall be to give timely notice thereof to the beneficiaries or other persons as provided hereunder after the Trustee is served with process therein and to permit such legal proceeding to be brought or defended in its name, provided that it shall be indemnified in respect thereto in a manner satisfactory to it.

It is further understood and agreed that neither BANK OF HIGHLAND, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of said deed or deeds in trust or this Trust Agreement, or any amendment thereof, or for injury to person or property happening in or about said 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 real estate may be entered into by it in the name of the then beneficiaries hereunder, as their attorney-in-fact hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust and individually (and the Trustee shall have no obligation whatsoever with respect to any contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof).

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said 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 said Trustee, or successor in trust, or be obliged or privileged to inquire into any of the terms of this Trust Agreement except as provided by law; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or successor in trust, 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 instruments, (a) that at the time of the delivery thereof, the trust created by this 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 Trust Agreement and all amendments hereof, if any, and binding upon all beneficiaries under this Trust Agreement; (c) that said Trustee, or 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 a conveyance has been 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 or their predecessor in trust.

This trust agreement shall not be placed on record in the Recorder's Office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said trustee.

The Trustee may at any time resign by sending by registered mail a notice of its intention so to do to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten days after the mailing of such notices by the Trustee. In the event of such resignation, a successor or successors may be appointed by the person or persons then entitled to direct the Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust. In the event that no successor in trust is named as above provided within ten days after the mailing of such notices by the Trustee, then the Trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, or the Trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The Trustee notwithstanding such resignation shall continue to have a first lien on the trust property for its costs, expenses and attorney's fees and for its reasonable compensation.

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Every successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

While BANK OF HIGHLAND is the sole owner of record of the real estate referred to herein, and, so far as the public is concerned, has full power to deal therewith, it is understood and agreed by the parties hereto and by person who may hereafter become a party hereto, or a beneficiary hereunder, that said BANK OF HIGHLAND will (subject to the rights of the Trustee as aforesaid) convey title to said real estate, prepare, execute and deliver deeds for or otherwise deal with said trust estate only when authorized to do so in writing and that it will (notwithstanding any change in the beneficiary or beneficiaries hereunder, unless otherwise directed in writing by the beneficiaries) on the written direction of:

MARTHA A. COX OR ROBERT L. SCHOLLER

or such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries, or on the written direction of such person or persons as may be beneficiary or beneficiaries at the time, make deeds for, or otherwise deal with the title to said real estate, provided, however, that the trustee shall not be required to enter into any personal obligation or liability in dealing with said land or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with the title so long as any money is due to it hereunder. Otherwise, the trustee shall not be required to inquire into the propriety of any such direction.

The beneficiary or beneficiaries hereunder, in his, her or their own right shall have the management of said property and control of the selling, renting and handling thereof, and shall collect and handle the rents, earnings, avails and proceeds thereof, and said trustee shall not be required to act in respect to such management or control, or the collection, handling or application of such rents, earnings, avails or proceeds, or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as hereinabove provided, and after the payment to it of all money necessary to carry out said instructions. No beneficiary hereunder shall have any authority to contract for or in the name of the trustee or to bind the trustee personally. If any property remains in this trust twenty years from this date it shall be sold at public sale by the trustee on reasonable notice, and the proceeds of the sale shall be divided among those who are entitled thereto under this trust agreement.

Notwithstanding the foregoing limitations upon its powers and duties the trustee shall have and shall exercise with reasonable care the following powers and duties: (1) hold title to the trust property until properly required to convey or until divested of title; (2) receive, inspect, analyze and properly act upon all directives, communications and instruments from beneficiaries, their agents, and attorneys, and others; (3) receive, analyze and properly forward or give notice of notices, petitions, hearings, subpoenas, summonses, tax and special assessment matters and other legal matters affecting the trust estate; (4) comply with the provisions of law governing express trusts; (5) receive, inspect, analyze, execute and transmit all deeds, mortgages, notes, options, easements, leases and other instruments relating to or affecting the trust property upon receiving proper directives or orders and communicate in connection therewith in such manner as the trustee deems necessary; (6) keep proper records relative to its trusteeship, and furnish copies thereof as required by law.

The BANK OF HIGHLAND shall receive for its services in accepting this trust and in taking title here-

under the sum of \$40.00; also its regular schedule fees for making deeds; \$30.00 ANNUAL FEE.

and it shall receive reasonable compensation for any special services which may be rendered by it hereunder, or for taking and holding any other property which may hereafter be deeded to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay.

IN TESTIMONY WHEREOF, the BANK OF HIGHLAND has caused these presents to be signed by its Trust Officer and attested by its Ass't Secretary, and has caused its corporate seal to be hereto attached as and for the act and deed of said corporation, the day and date above written.

This Document is the property of the Lake County Recorder!

ATTEST: Ass't Secretary By Trust Officer

And on said day the said beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms hereof.

Robert W. Scholler (SEAL) Address: 7439 MARSHALL AVE., HAMMOND, IN SS# 306-01-8657
Mary Scholler (SEAL) Address: 7439 MARSHALL AVE., HAMMOND, IN SS#

(SEAL) Address:
(SEAL) Address:
(SEAL) Address:

May the name or any beneficiary be disclosed to the public? NO

To whom shall written inquiries, invoices, notices, summonses, subpoenas, etc. be referred? ROBERT W. SCHOLLER 7439 MARSHALL AVENUE, HAMMOND, IN 46323

May oral inquiries be referred directly? NO To whom?

Trust Agreement and Declaration of Trust BANK OF HIGHLAND

TRUSTEE



Dated Trust No.