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M. Jean Lawson Atty  
7 905 Ridge Rd  
Munster 46321

DAILY ENTERED FOR TAXATION SUBJECT TO  
FORMAL ACCEPTANCE FOR TRANSFER.

MARGARET M. BLESKAN

LIVING TRUST

DEC 28 1990

*Annex N. Patton*  
AUDITOR LAKE COUNTY  
19 7, This Trust Agreement made this 5 day of December,

between MARGARET M. BLESKAN, of Whiting, Indiana, hereinafter called the "Grantor" and MARGARET M. BLESKAN, hereinafter called the "Trustee". The Grantor desires to create a Trust for the purposes outlined in this Agreement and has enumerated the terms and conditions that the Trustee shall follow in administering the Trust corpus.

ARTICLE I

The Grantor hereby assigns, transfers and delivers to the Trustee the property set forth in Schedule "A" hereto annexed, the receipt of which the Trustee hereby acknowledges, together with any additional property hereafter assigned, transferred and delivered to the Trustee whether added to Schedule "A" or not, IN TRUST, for the following uses and purposes.

ARTICLE II

During the life of the Grantor, the Trustee shall hold, manage and control the principal of the trust property, hereinafter called the "Trust Fund", shall collect and receive the income therefrom, and shall disburse the net income therefrom in convenient installments not less than quarterly to the Grantor or to such other person or persons and in such proportions as the Grantor may at any time or from time to time direct. In addition, the Trustee shall distribute to the Grantor so much of the principal as she may request in writing. The power to withdraw principal shall be exercisable by the said Grantor at all times. The Trustee may also distribute so much of the principal of this trust to or for the benefit of the Grantor for support as the Trustee determines necessary for her support, welfare, maintenance and health care.

ARTICLE III

The Grantor or any other person may, at any time and from

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time to time, add cash, securities, or other property to the principal of the trust estate herein created, by deed, gift, devise, or by any other means. Any additions to the trust estate shall be held, administered, and distributed as an integral part of the principal thereof in accordance with the provisions of this Agreement.

#### ARTICLE IV

If, upon the Grantor's death, the assets of the estate subject to probate are insufficient to pay the legacy set forth in her Will or any Codicil thereto, or to pay income, estate or inheritance taxes, or any other debt for which the legal representative of the probate estate is responsible, the Trustee shall pay to and in accordance with the written direction of such legal representative such sums from the principal of the trust estate. This legal representative shall certify to be required to satisfy such items.

#### ARTICLE V

Upon the death of the Grantor, the trust corpus and principal shall be distributed as follows:

- \$10,000 to BARBARA DOBAK of Sedona, Arizona;
- \$10,000 to NINA SHOCAROFF of Whiting, Indiana;
- \$10,000 to SANDRA GAPSEWICZ of Chicago, Illinois;

And the rest and residue to be equally divided between TONI ANN SMALLEY of Florissant, Missouri, per stirpes and CAROL LYNN JOHNSON of Hebron, Indiana, per stirpes.

#### ARTICLE VI

Payments or distribution to a minor or to persons under legal disability or to a person not adjudged incompetent but who, by reason of illness or mental or physical disability in the opinion of the Trustee, shall be unable to wisely use or disburse such payment of distribution, may be made by the Trustee for the benefit of such beneficiary in any one or more of the following ways as in its opinion shall be most desirable; directly to such beneficiary, to the duly qualified legal representative or representatives of such beneficiary, (such as a Guardian or Conservator) to some relative or friend who has care or custody of such beneficiary, or by the Trustee using such payment

directly for the benefit of such beneficiary and the spouse and dependents of such beneficiary. The receipt of any such party shall release the Trustee from any liability for its expenditure. The Trustee shall not be liable to see to the application of the funds.

#### ARTICLE VII

The Grantor reserves the right at any time and from time to time during her life by an instrument or instruments signed by her and delivered to the Trustee, to revoke the trust hereby created in whole or in part, without the consent of any other person, or by a like instrument or instruments signed by her and delivered to the Trustee, to amend this indenture. No amendment changing the powers, duties, or compensation of the Trustee shall be effective unless approved in writing by the Trustee.

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#### ARTICLE VIII

The Trustee is authorized and empowered to exercise from time to time in her absolute discretion and without prior authority from any Court, in respect of any property forming party of any trust hereby created or otherwise in its possession hereunder, all powers conferred by the Indiana statute under I.C. 30-43-3- upon Trustee or expressed in this indenture, and the Grantor intends that such powers (including the following) be construed in the broadest possible manner:

1. Power to retain for such period as she shall deem proper any property transferred to it hereunder.
2. Power to sell assets at public or private sale, upon credit, or partly for cash or partly upon credit, and upon such terms as she shall deem proper.
3. Power to invest or reinvest in such securities or other property, real or personal, as she shall deem proper.
4. Power to borrow in the name of the trust for such periods and upon such terms as she shall deem necessary or convenient in the administration of the trust, and to secure any such loan by mortgage or pledge. No lender shall be bound to see or be liable for the application of the proceeds, and the Trustee shall not be personally liable, but each such

loan shall be payable only out of assets of the trust.

5. Power to operate, maintain, repair, rehabilitate, alter, improve, or remand any improvements on real estate, to make leases and subleases for terms of any length; to grant easements, give consents and make contracts relating to real estate or its use.

6. Power to exercise all the rights and powers of an individual owner with respect to shares of stocks, bonds, or other securities in the trust, including, but not by way of limitation, voting or refraining from voting, in person or by and through a general or limited proxy corporate issues having voting rights in any corporations at any meetings of holders thereof for any purposes without any limitation, participation in voting trusts, mergers, consolidations, foreclosures, re-organizations or liquidations; exercising or selling subscription or conversion rights; and entering into contracts.

7. Power to determine what is "income" and what is "principal".

8. Power to do all other acts which in the judgment of the Trustee are necessary or desirable for the proper and advantageous management, investment and distribution of each trust.

If the Trust is still held at the expiration of a period of twenty-one (21) years after the death of the last survivor of the designated beneficiaries hereunder in being at the date of this agreement, such Trust shall thereupon immediately vest in and be distributed to the beneficiary or beneficiaries at such time.

#### ARTICLE X

If I should be unable to serve as Trustee, I appoint my cousin, Carol Lynn Johnson, of Hebron, Indiana, to serve as successor Trustee.



SCHEDULE "A"

1919 Superior Avenue, Whiting, Indiana 46394

Legal Description as follows:

North 20 feet of Lot 38 and South 20 feet of  
Lot 39, Block 2, West Park Addition to City  
of Hammond, Lake County, Indiana

#36-306-36

