

TRUST AGREEMENT

EUGENE AND PAULINE DINWIDDIE  
REAL ESTATE TRUST

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This trust agreement is made at Hammond, Indiana, between Eugene V. Dinwiddie and Pauline H. Dinwiddie, husband and wife, as Grantors, and Judith J. (Dinwiddie) Spizzirri and Jerry D. Dinwiddie, as Trustees.

The Grantors transfer to the Trust that real property commonly known as 7404 Jefferson Avenue, Hammond, Lake County, Indiana, and legally described as:

Lot "E," as marked and laid down on the recorded plat of the Resubdivision of Lots 3, 4 and 5 of Block 2 and Lots 1, 2, 3, 4 and 5 of Block 3 of Timm's Prairie View Addition to Hammond, in Lake County, Indiana, as the same appears of record in Plat Book 18, Page 9, in the Recorder's Office of Lake County, Indiana, together with all of the improvements thereon.

Said property, and any other property, that may be received from time to time by the Trustees, shall be held and disposed of upon the following trusts:

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ARTICLE I  
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The Grantors, or the survivor of them, may by signed instrument delivered to the Trustees, or either of them, during the Grantors' lives, or the life of the survivor of them, revoke this agreement in whole or in part and amend it from time to time in any respect; except that the duties of the Trustees shall not be materially changed by any amendment without their written approval.

ARTICLE II

1. During the lives of the Grantors, or the life of the survivor of them, the Trustees shall pay all of the net income of the trust to the Grantors, or the survivor of them, or as they/he/she otherwise direct(s) in writing, and the Trustees shall pay any part of the principal of the trust as the Grantors, or the survivor of them, direct(s) in writing. However, during any period in which the Grantors, or the survivor of them, are/is in the opinion of the Trustees, incapable of managing their/her/his own affairs, the Trustees may in their discretion pay to or use for the benefit of the Grantors, or the survivor of them, so much of the income and principal of the trust as the Trustees determine to be required for their/his/her support, comfort and welfare, in their accustomed manner of living, or for any other purposes the Trustees believe to be for their best interests. Any excess income shall be added to principal at the discretion of the Trustees.

2. So long as the Grantors, or the survivor of them, are/is able to act, Grantors shall have sole responsibility with respect to the retention and management of any real estate held by the Trustees for the Grantors' personal use, including its maintenance, occupancy and insurance and the payment of taxes on it, and the Trustees shall deal with the real estate only to the extent that the Grantors, or the survivor of them, direct(s) in writing. The Trustees shall not be accountable for any loss sustained by reason of any action taken or omitted pursuant to the provisions of this paragraph, and no person dealing with the Trustees need inquire whether or not the provisions of this paragraph have been complied with.

**FILED**

FEB 20 1991

*Anna N. Anton*  
AUDITOR LAKE COUNTY

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P. H. D.*

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ARTICLE III

Upon the death of the survivor of the Grantors, the Trustees shall hold and dispose of the trust property as follows:

1. Any and all real property remaining in the trust shall be sold on terms and conditions determined by the Trustees;
2. In the event that real property in the trust was sold prior to the death of the survivor of the Grantors and the proceeds of said sale were added to principal in the trust and at least a portion of said principal remains in the trust;
3. Then the proceeds of said sale and any principal and interest or other income remaining in the trust shall be distributed to the beneficiaries of this trust, Judith J. (Dinwiddie) Spizzirri and Jerry D. Dinwiddie, in equal shares;
4. If either of the two named beneficiaries predeceases the survivor of the Grantors, then the full corpus of the trust shall be distributed to the survivor of the two named beneficiaries;
5. If both named beneficiaries predecease the survivor of the Grantors, then the full corpus of the trust shall be distributed to the supplemental beneficiary, J. Scott McMahon, the only grandchild of the Grantors.

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ARTICLE IV

1. The Trustees may either expend directly any income or principal which they are authorized in this instrument to use for the benefit of any person, or may pay it over to them/her/him or for their/her/his use to any person with whom they/he/she is residing, without responsibility for its expenditure.
2. No interest under this instrument shall be transferable or assignable by any beneficiary, nor be subject during his/her life to the claims of his/her creditors. This paragraph shall not restrict the exercise of any power of appointment.
3. This instrument and the dispositions under it shall be construed and regulated, and their validity and effect shall be determined, by the law of the State of Indiana.

ARTICLE V

1. (a) No Trustee shall be required to give any bond as Trustee; to qualify before, be appointed by or, in the absence of breach of trust, account to any court; or to obtain the order or approval of any court in the exercise of any power or discretion.  
(b) No person paying money or delivering property to any Trustee need see to its application.  
(c) The Trustees may rely upon any notice, certificate, affidavit, letter, telegram or other paper or document believed by them to be genuine, or upon any evidence deemed by them to be sufficient, in making any payment or distribution. The Trustees shall incur no liability for any payment or distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting any person's interest in the trust.  
(d) Whenever necessary in this agreement and where the context admits, the singular term and the related pronoun shall include the plural and the masculine, the feminine.

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2. The Trustees shall have the following powers, and any others that may be granted by law, with respect to this trust, to be exercised as the Trustees in their discretion determine to be in the best interests of the beneficiaries:

(a) To retain any property or undivided interests in property received from any source, including residential property, regardless of any lack of diversification, risk, or nonproductivity;

(b) To invest and reinvest the trust estate in bonds, notes, stock of corporations regardless of class; real estate or any interest in real estate, and interests in trusts, including common trust funds, or in any other property or undivided interests in property, wherever located, without being limited by any statute or rule of law concerning investments by trustees;

(c) To sell any trust property, for cash or on credit, at public or private sales; to exchange any trust property for other property; to grant options to purchase or acquire any trust property; and to determine the prices and terms of sales, exchanges, and options;

(d) To operate, maintain, repair, rehabilitate, alter, improve or remove any improvements on real estate; to make leases and subleases for terms of any length, even though the terms may extend beyond the termination of the trust; to subdivide real estate; to grant easements, give consents and make contracts relating to real estate or its use; to release or dedicate any interest in real estate;

(e) To be ~~in~~ ~~any~~ ~~purpose~~, and to mortgage or pledge any trust property;

(f) To employ attorneys, auditors, depositaries and agents, with or without discretionary power; to exercise in person or by proxy all voting and other rights with respect to stocks or other securities; and to keep any property in bearer form or in the name of a trustee or a nominee, with or without disclosure of any fiduciary relationship;

(g) To determine in accordance with the law of Indiana in effect at the time of the determination, or in an equitable manner in those cases not then clearly covered by that law, the allocation or apportionment of all receipts and disbursements between income and principal;

(h) To take any action with respect to conserving or realizing upon the value of any trust property, and with respect to foreclosures, reorganizations or other changes affecting the trust property; to collect, pay, contest, compromise or abandon demands of or against the trust estate wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the trust estate, and containing provisions excluding personal liability;

(i) To receive additional property from any source and add it to the trust estate;

(j) To enter into any transaction authorized by this Article with trustees, executors or administrators of other trusts or estates in which any beneficiary has any interest, even though any such trustee or representative is also trustee under this instrument; and in any such transaction to purchase property, or make loans on notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the trust

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estate, and to retain any such property or note with the same freedom as if it had been an original part of the trust estate;

(k) To make any distribution or division of the trust property in cash or in kind or both, and to continue to exercise any powers and discretion for a reasonable period after the termination of the trust, but only for so long as no rule of law relating to perpetuities would be violated;

(l) To establish out of income and credit to principal reasonable reserves for the depreciation of tangible property.

#### ARTICLE VI

1. (a) Any Trustee may resign by giving written notice, specifying the effective date of the resignation, to the beneficiaries to whom the Trustee is to or may distribute the income at the time of giving notice.

(b) If any Trustee at any time resigns or is unable or refuses to act, then the other Trustee shall act as sole, successor Trustee.

2. No successor Trustee shall be personally liable for any act or omission of any predecessor Trustee. Any successor Trustee shall accept without examination or review the accounts rendered and the property delivered by or for a predecessor Trustee without incurring any liability or responsibility. Any successor Trustee shall have all the title, powers, and discretion of the Trustee succeeded, without the necessity of any conveyance or transfer.

3. The Trustee may make such elections under the tax laws applicable to the estate of the Grantors and to the trust estate as the Trustee determines should be made. No compensating adjustments between principal and income, nor with respect to any trust, shall be made even though the elections made under the tax laws by the executor or the Trustee may affect (beneficially or adversely) the interests of the beneficiaries. The action of the Trustee shall be binding upon all beneficiaries.

4. Whenever the Trustee (except a successor Trustee appointed pursuant to this paragraph) considers it advantageous to the beneficiaries of any trust, the Trustee may transfer the situs of any trust and in so doing may appoint, as a successor Trustee, any person or corporation authorized under the laws of the United States or of any State to administer trusts by a written instrument delivered to the successor. Any successor Trustee so appointed may be removed at any time by the former Trustee that made the appointment, and the former Trustee may again become Trustee or may appoint another successor Trustee. A successor Trustee appointed under this paragraph may resign by a written instrument delivered to the former Trustee.

This instrument is signed by the Grantors, Eugene V. Dinwiddie and Pauline H. Dinwiddie, this 3 day of January, 1991.

  
EUGENE V. DINWIDDIE, GRANTOR

  
PAULINE H. DINWIDDIE, GRANTOR

This instrument is signed by named Trustee, Judith J. (Dinwiddie) Spizzirri, this 23rd day of February, 1991.

Judith J. (Dinwiddie) Spizzirri  
JUDITH J. (DINWIDDIE) SPIZZIRRI,  
TRUSTEE

This instrument is signed by named Trustee, Jerry D. Dinwiddie, this 8th day of FEB., 1991.

Jerry D. Dinwiddie  
JERRY D. DINWIDDIE, TRUSTEE

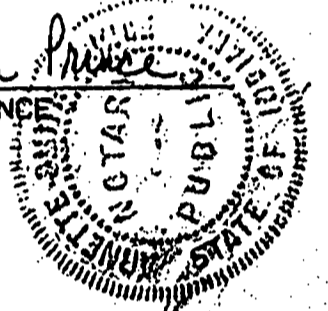
STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me the undersigned, a Notary Public for said county and state, this 3rd day of JANUARY, 1991, personally appeared EUGENE V. DINWIDDIE and PAULINE H. DINWIDDIE and acknowledged the execution of this instrument to be their voluntary act and deed.

Arnette Smith Prince

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ARNETTE SMITH PRINCE  
Notary Public



My Commission Expires: 9/15/93  
My County of Residence: LAKE  
**This Document is the property of the Lake County Recorder!**

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF Lake )

Before me the undersigned, a Notary Public for said county and state, this 23rd day of February, 1991, personally appeared JUDITH J. (DINWIDDIE) SPIZZIRRI and acknowledged the execution of this instrument to be her voluntary act and deed.

Kinda P. Wheeler

MY COMMISSION EXPIRES  
Notary Public

My Commission Expires: October 11, 1992  
My County of Residence: Lake



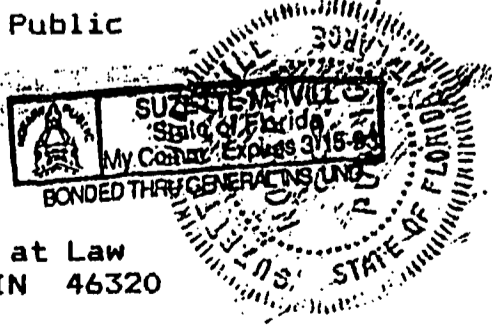
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF Broward )

Before me the undersigned, a Notary Public for said county and state, this 8 day of February, 1991, personally appeared JERRY D. DINWIDDIE and acknowledged the execution of this instrument to be his voluntary act and deed.

Suzette M. Hill

Notary Public

My Commission Expires: 3-15-93  
My County of Residence: Palm Beach



THIS INSTRUMENT PREPARED BY:  
CHARLES R. DEIBLE, Attorney at Law  
5258 Hohman Avenue, Hammond, IN 46320  
(219) 937-1060

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