

6335 Garfield  
Meriden  
416410

The

Wilbern R. Griggs Tommye R. Griggs

Trust

# Declaration Of Trust

FILED

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1. We, Wilbern R. Griggs Husband,  
and Tommye R. Griggs of JUL 31 1982  
5773 Gage Lane City of Naples

County of Collier State of Florida refer to hereinafter as Grantors  
and/or Joint Trustees; hereby declare that we are Joint Trustees of the property referred to in this Declaration of Trust  
agreement as the trust estate, which is more fully set forth in the Schedule of Trust Estate Assets attached hereto and made  
a part hereof.

2. We hereby declare that we hold the trust estate created by this Declaration of Trust agreement and all our right, title to  
and interest in the trust estate in trust for the use and benefit of: Wilbern R. Griggs  
Tommye R. Griggs of 5773 Gage Lane, Naples Florida

3. Upon the death of one of the beneficiaries named in paragraph 2 above, all right, title to and interest in the trust estate  
created by this Declaration of Trust agreement shall be held in trust for the use and benefit of the survivor of the two beneficiaries  
named in paragraph 2 above.

4. Upon the death of the surviving beneficiary (as determined in paragraph 3 above), the trust property shall be equally divided  
among and, except as hereinafter provided, held or distributed to the Grantors' then living lineal or legally adopted descendants,  
per stirpes. The trustees shall pay the income from any retained share to or for the benefit of the beneficiary thereof during  
the period that such share is retained, and at the end of such period the principal thereof shall be distributed to such beneficiary.

5. For purposes of this trust agreement, Wilbern R. Griggs or Tommye R. Griggs shall be deemed to be the last  
surviving spouse, unless there is conclusive proof to the contrary.

6. The share for any living child of the Grantors shall be retained by the trustees until the child reaches the age of 35  
years. The share for any grandchild of the Grantors at any time apportioned shall be retained by the trustees until the grandchild  
reaches the age of 35 years. But in any event the trust shall terminate 20 years after the death of the last  
surviving Grantor.

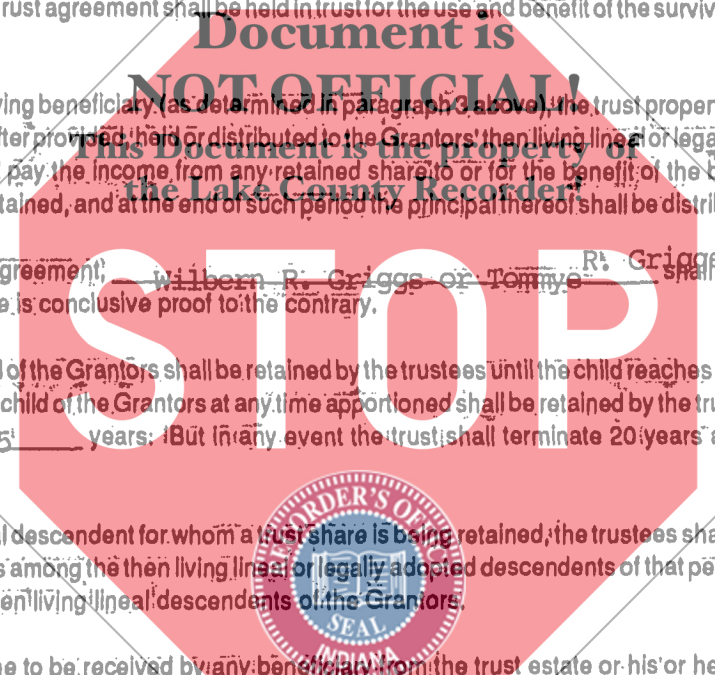
7. Upon the death of any lineal descendent for whom a trust share is being retained, the trustees shall apportion and distribute  
the principal thereof per stirpes among the then living lineal or legally adopted descendants of that person, and if there be none,  
then per stirpes among the then living lineal descendants of the Grantors.

8. In the event that the income to be received by any beneficiary from the trust estate or his or her share thereof, and from  
other sources known to the trustees, shall be considered at any time by the trustees to be insufficient for the care, health,  
support, maintenance or education of any such beneficiary or of any person being supported by any such beneficiary, the  
trustees shall pay to such beneficiary from time to time such amounts from the beneficiary's share of the trust estate as the  
trustees shall deem sufficient for such purposes.

9. The Grantors reserve the right during their joint lives and during the life of the survivor of them to amend, modify or revoke  
this Declaration of Trust agreement in whole or in part, without the consent of any beneficiary and without giving notice to any  
beneficiary hereunder, by a writing or writings signed and acknowledged by the Grantors or the survivor, to be effective upon  
delivery to either Trustee.

10. Upon the death of both Co-Trustees, Keith W. Griggs of Crown Point,  
Indiana shall serve as Successor Trustee.  
If the Successor Trustee is unable to serve as the trustee for any reason, Allison Pera of  
Valparaiso, Indiana shall serve as Contingent Successor Trustee. Any Successor  
Trustee shall have all of the powers and authorities granted to the Trustees or the surviving Trustee as set forth in the provisions  
of this Declaration of Trust.

11. The Trustees of this Declaration of Trust have all of the discretionary powers necessary and appropriate to administer this  
Trust; including but not limited to; the power to sell, mortgage, encumber, pledge, hypothecate, lease, rent or improve, invest



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and reinvest the trust estate property when such action is deemed to be in the best interest and furtherance of the Trust purposes.

The Trustees must distribute to the Grantors during their lifetimes so much of the income and principal as the grantors direct.

The Trustees may pay income or principal to the beneficiaries or for their benefit, and shall have no obligation to confirm the use of such payments for the use and welfare of any beneficiary. The trustees must accumulate and add to principal all undistributed income.

In the event this Declaration of Trust provides for more than one Trustee, the exercise of any and all powers, authorities, discretions and rights granted to said Trustees shall not be construed to require the Trustees to act in unison in order to exercise any Trust power, but each Trustee may individually exercise any of the Trust powers.

In the event of a physical or mental incapacity of one or both of the Grantors, the Trustees shall pay all of the health care, support and maintenance costs of the incapacitated Grantor(s).

In the event of a physical or mental incapacity or death of one of the Co-Trustees, the survivor shall continue as the Sole Trustee with full power and authority to exercise all of the powers granted to the Trustees under this Declaration of Trust.

Any person serving as Trustee hereunder shall serve without bond.

12. No interest of a Beneficiary of this Trust can be alienated. No Beneficiary can assign, pledge, encumber or otherwise transfer an interest in the Trust estate, nor shall such interest be garnished, attached, or levied upon or otherwise subjected to any proceedings whether at law or in equity.

13. The Trustee shall pay all estate, inheritance, succession, and other death taxes that may be imposed upon the trust estate by any state or federal entity upon the death of the Grantor(s). The Trustee is also authorized to pay all just and enforceable debts of the grantor prior to distribution of the trust estate.

14. This Declaration of Trust shall be administered and interpreted in accordance with the laws of the State of Florida.

15. This trust shall be known as "The Wilbern R. Griggs, Tommy R. Griggs Trust."

16. We hereby declare that this Declaration of Trust fully and accurately sets forth the manner in which our trust estate shall be held, managed, disposed by the Trustees.

Date: 6/10/92 Date: 6/10/92

Wilbern R. Griggs  
Grantor/Trustee  
Wilbern R. Griggs



Tommy R. Griggs  
Grantor/Trustee  
Tommy R. Griggs

County of Collier

City of Naples

State of Florida

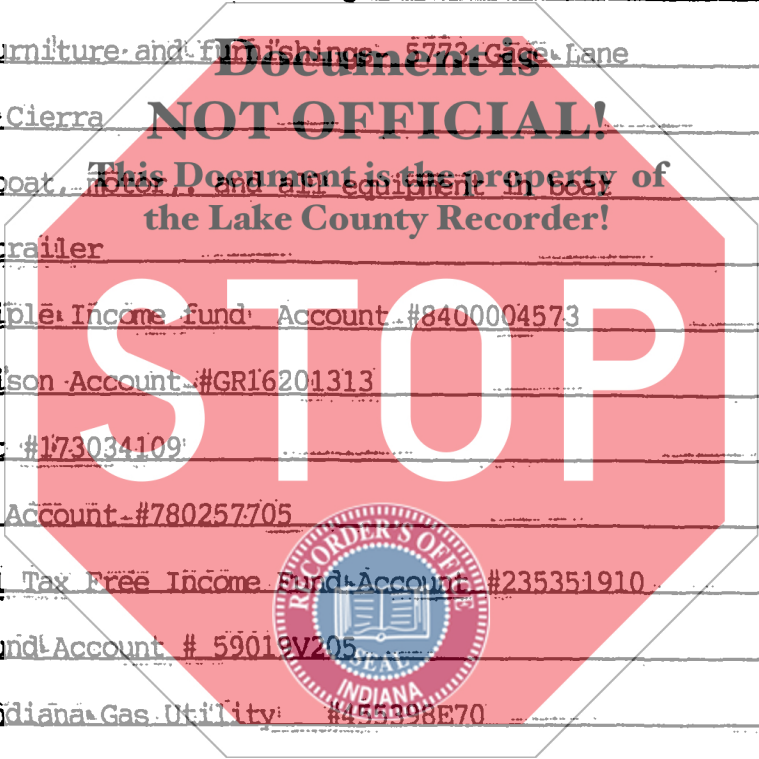
On June 10, 19 92 Wilbern R. Griggs and Tommy R. Griggs Grantors and Joint Trustees of the trust estate created by this Declaration of Trust agreement, came before me and acknowledged that it was their free act and deed to execute this agreement.

Notary Seal:

Cynthia M. Lewis  
Notary Public

# Schedule of Trust Estate Assets

- Home- 6335 Garfield, Merrillville, Indiana 46410 Lake County
- Home- 5773 Gage Lane, Naples, Florida 33962 Collier County
- Business Property- 3300 E. 83rd Place, Merrillville, Indiana Lake County
- Banc Florida Checking Account #135563 Naples Florida
- Merrill-Lynch Bank One Account #121252806 Columbus, Ohio
- Centier Bank Account #738913 Whiting, Indiana
- All household furniture and furnishings-- 6335 Garfield Street
- All household furniture and furnishings-- 5773 Gage Lane
- 1988 Oldsmobile Cierra
- 1973 Starcraft boat, motor, and all equipment in boat
- 1985 Shoreline trailer
- Alliance Municipal Income fund Account #8400004573
- Commonwealth Edison Account #GR16201313
- Citicorp Account #173034109
- Dutch Petroleum Account #780257705
- Franklin Federal Tax Free Income Fund Account #235351910
- Global Income fund Account # 59019V205
- Indianapolis, Indiana Gas Utility #455398E70
- Municipal Investment Trust Fund #187
- " " " " #107
- " " " " # 3
- Paine Webber Geodyne Energy #NA48827114
- Boston Celtics
- WalMart
- Naples Hospital, Naples, Florida
- AT&T ETF-1stEXCH Sr



~~NEBF Pension Fund #589300~~

~~IBEW Pension Fund #589300~~

~~John Hancock Life #40833071 (TRG)~~

~~John Hancock Life #34668564 (TRG)~~

~~John Hancock Life #37413968~~

~~electrical Workers Benefit Association (WRG)~~

~~John Hancock Life #3660573 (WRG)~~

~~John Hancock Mutual Life #62890804 (WRG)~~

~~John Hancock Mutual Life #62337165 (WRG)~~

~~6335 Garfield, Merrillville, IN, 46410 Lake County.~~

~~Key Number 15-0198-0048~~

~~Lot #48 This Document is the property of~~

~~3300 E. 83rd Place, Merrillville, IN, 46410~~

~~Key Number 22-0060-0011, C and O Industrial Park~~

~~Pt. of Lot #1, Parcel 190'.0' x 250'.0'~~

~~3300 E. 83rd Place, Merrillville, IN, 46410~~

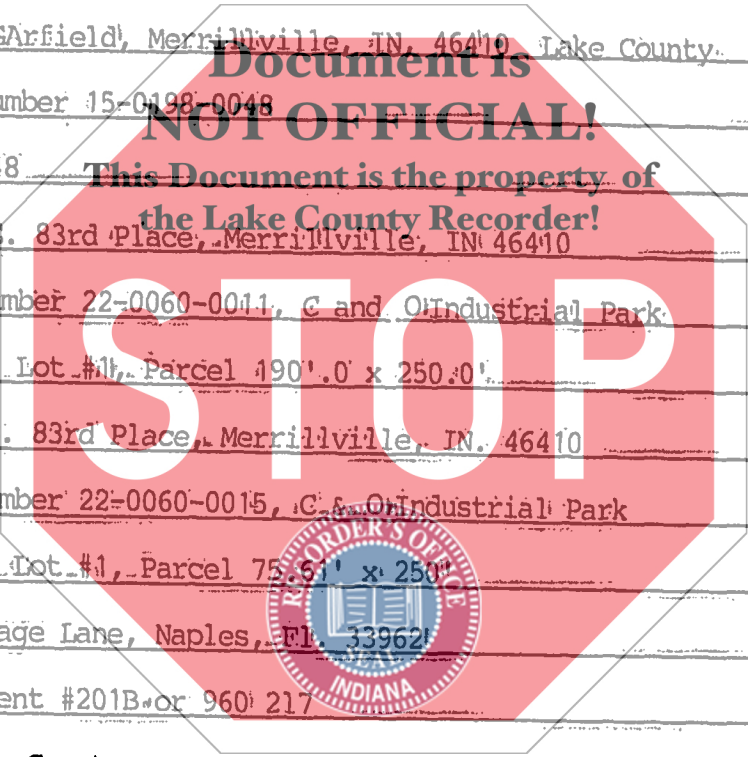
~~Key Number 22-0060-0015, C & O Industrial Park~~

~~Pt. of Lot #1, Parcel 75.51' x 250'~~

~~5773 Gage Lane, Naples, FL 33962~~

~~Apartment #201B or 960 217~~

~~Augusta Court~~



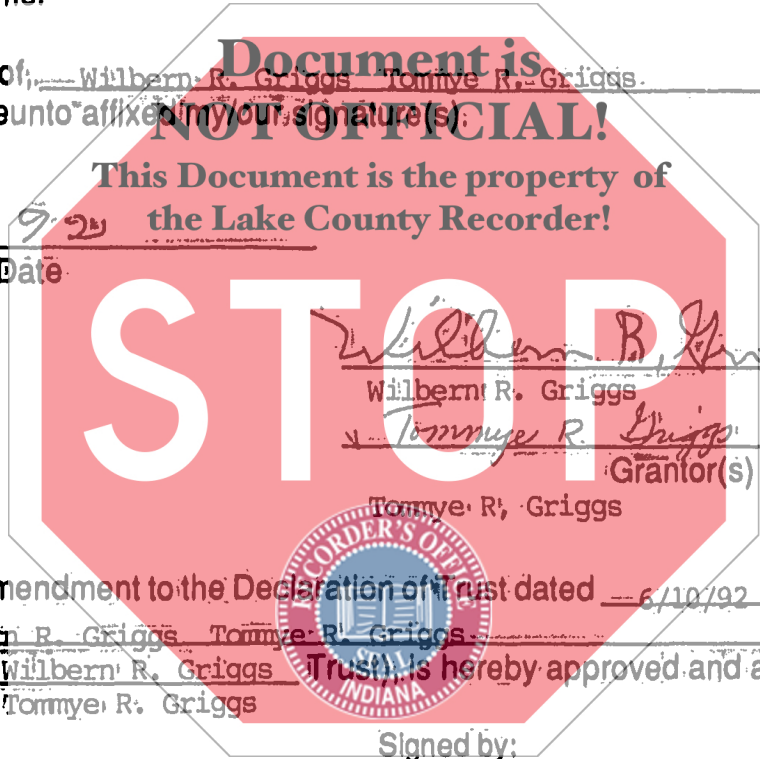


# Amendment to Declaration of Trust

Pursuant to the powers reserved by the Declaration of Trust dated June 10, 1992, which lists Wilbern R. Griggs, Tommye R. Griggs as Grantor(s) (The Wilbern R. Griggs Trust); I/we hereby amend the trust to include the following provision: Tommye R. Griggs

The Successor Trustee, or the Contingent Successor Trustee, in the case that either shall be acting as trustee pursuant to the provision of the Declaration of Trust dated 6/10/92, shall be reasonably compensated at a rate of \$ 500.00 per year, such compensation to be paid from the trust estate annually until termination of this trust as required by its terms.

In witness whereof, Wilbern R. Griggs, Tommye R. Griggs Grantor(s), have hereunto affixed my/our signature(s).



6/10/92  
Date

Wilbern R. Griggs  
Wilbern R. Griggs  
Tommye R. Griggs  
Tommye R. Griggs  
Grantor(s)

The foregoing Amendment to the Declaration of Trust dated 6/10/92 which lists Wilbern R. Griggs, Tommye R. Griggs as Grantor(s) (The Wilbern R. Griggs Trust) is hereby approved and accepted. Tommye R. Griggs

Witnessed by: Don J. Gross Date: 6/10/92  
Witness

Signed by: Wilbern R. Griggs Date: \_\_\_\_\_  
Grantor/Trustee:  
Wilbern R. Griggs

~~Witness~~ Judy Blackwell Date: 6/10/92  
Witness

Tommye R. Griggs Date: \_\_\_\_\_  
Grantor/Trustee:  
Tommye R. Griggs

The foregoing instrument was acknowledged before me, a notary public in and for said county and state, on June 10, 1992, by \_\_\_\_\_ as his/their free act and deed!

My Commission Expires: March 19, 1994 Synthia M. Lewis  
Notary Public

# Amendment to Declaration of Trust

Pursuant to the powers reserved by the Declaration of Trust dated June 10, 1992, which lists Wilbern R. Griggs Tommye R. Griggs as Grantors (The Living Trust); we hereby amend the trust to include the following provision:

In the event that two licensed physicians, not related by blood or marriage to either the Grantors or any beneficiary of the trust created by this Declaration of Trust agreement, certify that the surviving Joint Trustee has become unable to manage his/her own financial affairs or attend to his/her well-being due to a mental or physical condition which makes it difficult or impossible for him/her to do so, the Successor Trustee shall become the acting trustee of this living trust. If the Successor Trustee should serve during the life of the surviving Joint Trustee, the Successor Trustee shall disburse from the trust estate such amounts as necessary for the surviving Joint Trustee's complete care, health, support and maintenance.

In witness whereof, Wilbern R. Griggs Tommye R. Griggs Grantors, have thereunto affixed our signatures.

**Document is NOT OFFICIAL!**  
This Document is the property of the Lake County Recorder!

6/10/92  
Date



Wilbern R. Griggs  
Wilbern R. Griggs  
Tommye R. Griggs  
Tommye R. Griggs  
Grantors

The foregoing Amendment to the Declaration of Trust dated 6/10/92 which lists Wilbern R. Griggs Tommye R. Griggs as Grantors (The Living Trust) is hereby approved and accepted.

Witnessed by:

Signed by:

Dan S. Brass Date: 6/10/92  
Witness

Tommye R. Griggs Date: \_\_\_\_\_  
Grantor/Trustee

Wilbern R. Griggs

Judith Blackwell Date: 6/10/92  
Witness

Wilbern R. Griggs Date: \_\_\_\_\_  
Grantor/Trustee

Tommye R. Griggs

The foregoing instrument was acknowledged before me, a notary public in and for said county and state, on June 10, 1992, by \_\_\_\_\_ as their free act and deed.

My Commission Expires: March 19, 1994

[Signature]  
Notary Public

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In witness whereof, Wilbern R. Griggs Tommye R. Griggs Grantors, have hereunto affixed our signatures.



6/10/92  
Date

Wilbern R. Griggs  
Tommye R. Griggs  
Grantors

The foregoing Amendment to the Declaration of Trust dated 6/10/92 which lists Wilbern R. Griggs and Tommye R. Griggs as Grantors (The Trust), is hereby approved and accepted.

Witnessed by:  
Dan S. Gross Date: 6/10/92  
Witness

Andy Blackwell Date: 6/10/92  
Witness

Signed by:  
Wilbern R. Griggs Date: 6/8/92  
Grantor/Trustee

Tommye R. Griggs Date: 6/8/92  
Grantor/Trustee  
Tommye R. Griggs

The foregoing instrument was acknowledged before me, a notary public in and for said county and state, on June 10, 1992, by Wilbern R. Griggs Tommye R. Griggs as their free act and deed.

My Commission Expires: March 19, 1994

Spettis M. Lusk  
Notary Public