

93017658

DECLARATION OF TRUST

FILED

MAR 22 1993

(REVOCABLE LIVING TRUST AGREEMENT)

of

MR. MELVIN MABRY

*Charles N. Austin*  
AUDITOR LAKE COUNTY

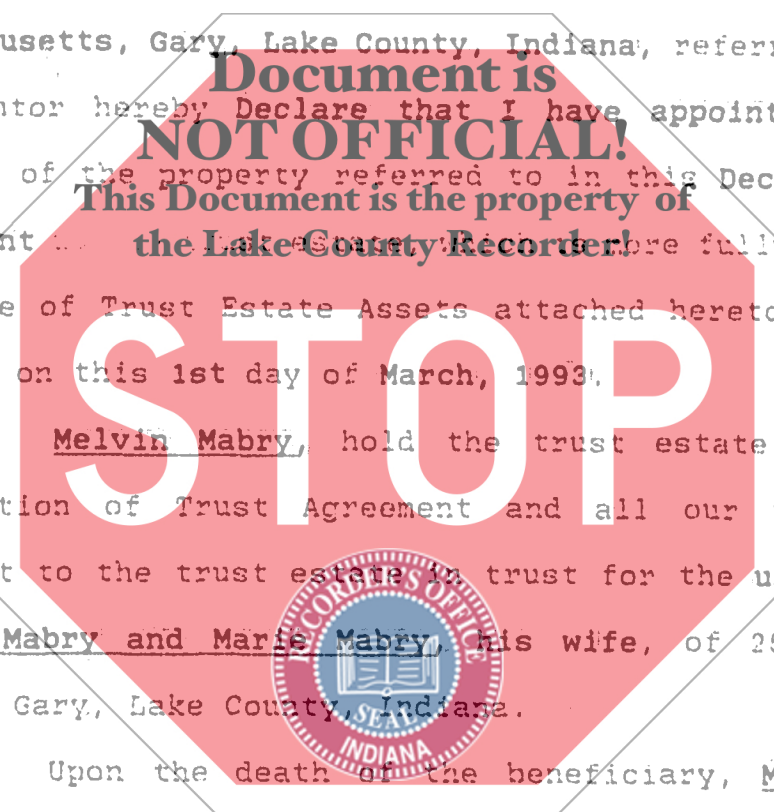
STATE OF INDIANA  
LAKE COUNTY  
RECORDER  
MAR 22 10 55 AM '93

1. I, Melvin Mabry, SSN: 313-07-3343, a married man, 2500 Massachusetts, Gary, Lake County, Indiana, referred to hereinafter as Grantor hereby Declare that I have appointed Melvin Mabry, Trustee of the property referred to in this Declaration of Trust Agreement of the Lake County Recorder, more fully set forth in the Schedule of Trust Estate Assets attached hereto and made a part hereof, on this 1st day of March, 1993.

2. Melvin Mabry, hold the trust estate created by this Declaration of Trust Agreement and all our right, title and interest to the trust estate in trust for the use and benefit of Melvin Mabry and Marie Mabry, his wife, of 2500 Massachusetts Street, Gary, Lake County, Indiana.

3. Upon the death of the beneficiary, Melvin Mabry, all right, title and interest to the trust estate created by this Declaration of Trust Agreement shall be held in trust for the use and benefit of Marie Mabry, wife, of 2500 Massachusetts Street, Gary, Lake County, Indiana.

4. Upon the death of Marie Mabry, or upon the death of Melvin Mabry, if not survived by his spouse, the trust property shall be divided among and, except as hereinafter provided, distributed to the Grantor's beneficiaries as described below herein. The trustee



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shall pay the income from any retained share to or for the benefit of the beneficiary(ies) 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 the purpose of this Trust Agreement, Marie Mabry, shall be deemed to be the last surviving spouse, unless there is conclusive proof to the contrary.

6. In the event that the income to be received by any successor beneficiary from the trust estate or his or her share thereof, and **Document is NOT OFFICIAL!** **This Document is the property of the Lake County Recorder!** the successor trustee, shall be considered at any time by the said trustee to be insufficient for the support, maintenance and education of any such beneficiary or of any person being supported by any such said beneficiary, the said trustee shall pay to such said beneficiary from time to time such amounts from the successor beneficiary's share of the trust estate as the successor trustee shall deem sufficient for such purposes.

7. Distribution of the Trust estate (corpus):

I. Van Kampen Merrit U. S. Government Fund, Account No. 40-27700071-0, P. O. box 419001, Kansas City, Missouri, 64141-6001 is to be divided between the Contingent Beneficiaries as Specific Bequests to:

- A. Mildred Watson, Twenty-Five Hundred Dollars (\$2,500.00)
- B. Karla Johnson, Two Thousand Dollars (\$2,000.00)
- C. Balance is to go to Kevin Mabry.

**SPECIAL NOTE:** (Mr. Kevin Mabry is to Redeem said Government

Fund and distribute to the other Contingent Beneficiaries as Specific Bequests.)

II. The First Australia Prime Income Fund, Inc., Account No. 1042627, in care of Boston Financial Data Services, Inc., P. O. Box 953, Boston, Massachusetts 02103, is to go in its entirety, to Kevin Mabry, at the death of my wife, Marie Mabry.

III. Franklin Utilities Fund, Account No. 70171351060, P. O. Box 7520, San Mateo, California 944-9960, (a beneficiary is indicated with Franklin Utilities Fund, on the face of the documents).

IV. Putnam Federal Income Trust Fund, Account No. A16-1-313-07-3343-888.0, P. O. Box 989, Boston, Massachusetts 02103, (a beneficiary is indicated with The First Australia Prime Income Fund, Inc.).

8. Upon the death of both the Grantor(s), the Grantor and the Grantor's spouse, prior to distribution of any trust assets to any beneficiary listed in the Declaration of Trust Agreement, the trustee is hereby directed to make a donation from the trust estate (corpus) of None to None of None.

9. The Grantors reserve the right during their joint lives and during the life of the survivor of them to amend, modify or revoke or terminate this Declaration of Trust Agreement, at will, 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 my death, I shall be succeeded as trustee of the trust estate created by this Declaration of Trust Agreement by Kevin Monroe Mabry, 2321 Pierce Street, Gary, Indiana 46407, Maranda A. Boger, 2321 Pierce Street, Gary, Indiana 46407, Co-Successor Trustees. The Successor Trustees shall have equal

powers to administer the Trust. The Successor Trustees shall serve all functions of the trust that are set forth in the provision of this Declaration of Trust Agreement. If Kevin Monroe Mabry, is unable or unwilling to serve, I appoint Maranda A. Boger, as Contingent Successor Trustee. The successor trustee shall not be paid for his or her services as a trustee.

12. (Neither the Successor Trustee nor the Contingent Successor Trustee shall not be compensated for services rendered to the trust created by this Declaration of Trust dated March 1, 1993

13. ACCOUNTING--The Successor Trustee shall be required to prepare an accounting of the trust corpus and income.

14. INCOMPETENCY OF THE TRUSTEE CLAUSE--In the event that two (2) licensed physicians, not related by blood or marriage to either the Grantor(s) or any beneficiary of the trust created by this Declaration of Trust Agreement, certify that I have become legally incapacitated, the Successor Trustee shall become the acting trustee of this living trust. If the Successor Trustee should serve during my life, the Successor Trustee shall disburse from the trust estate such amounts as necessary for the



beneficiaries or beneficiary complete care, support and maintenance.

15. GUARDIAN CLAUSE--I appoint Kevin Monroe Mabry, as Guardian to act in my place to take the responsibility of handling my personal affairs and my affairs not otherwise expressed in the Living Trust Agreement.

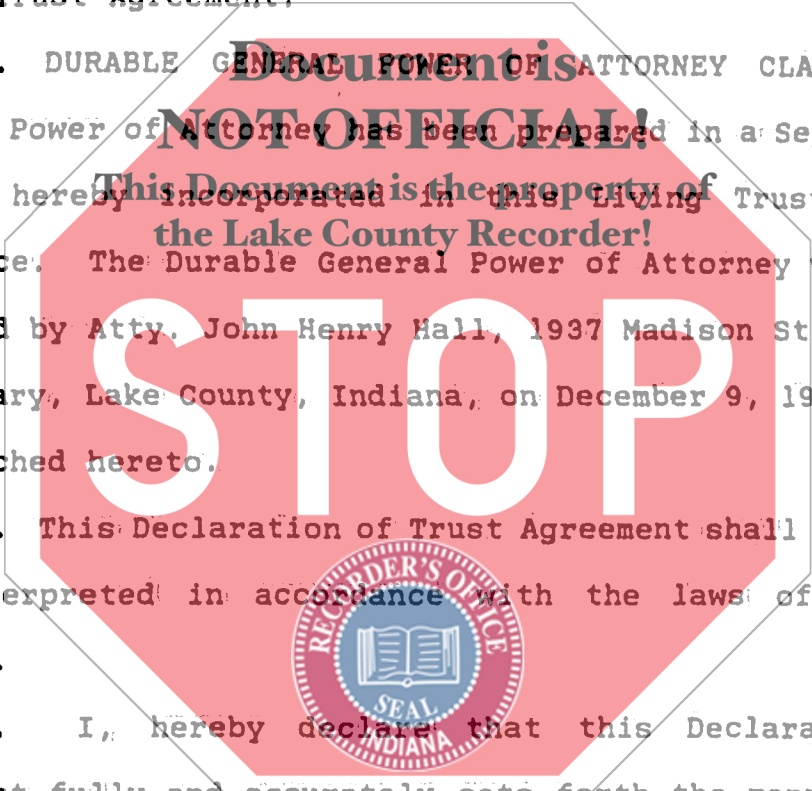
16. DURABLE GENERAL POWER OF ATTORNEY CLAUSE--a General Durable Power of Attorney has been prepared in a Separate Document and is hereby incorporated in this Living Trust Agreement by Reference. The Durable General Power of Attorney was drafted and executed by Atty. John Henry Hall, 1937 Madison Street, P. O. Box 1498, Gary, Lake County, Indiana, on December 9, 1992, and a copy is attached hereto.

17. This Declaration of Trust Agreement shall be administered and interpreted in accordance with the laws of the State of Indiana.

18. I, hereby declare that this Declaration of Trust Agreement fully and accurately sets forth the manner in which my trust estate shall be held, managed, disposed by the trustee.

19. POUR-OVER WILL--THE GRANTORS DIRECT THAT ALL PROPERTY NOT ALREADY PLACE IN TRUST WILL PASS (POUR OVER) UNDER THE POUR-OVER-WILL INTO THE TRUST, TO BE DISTRIBUTED UNDER THE TERMS OF THIS LIVING TRUST AGREEMENT.

THIS IS THE LIVING TRUST OF MELVIN MABRY, GRANTOR BEING OF SOUND AND DISPOSING MEND AND MEMORY, DO HEREBY MAKE, PUBLISH AND



DECLARE THE ABOVE AND FOREGOING AS MY REVOCABLE LIVING TRUST AGREEMENT, HEREBY REVOKING ANY AND ALL FORMER LAST WILLS AND TESTAMENTS, CODICILS HERETOFORE MADE BY ME AT ANY TIME.

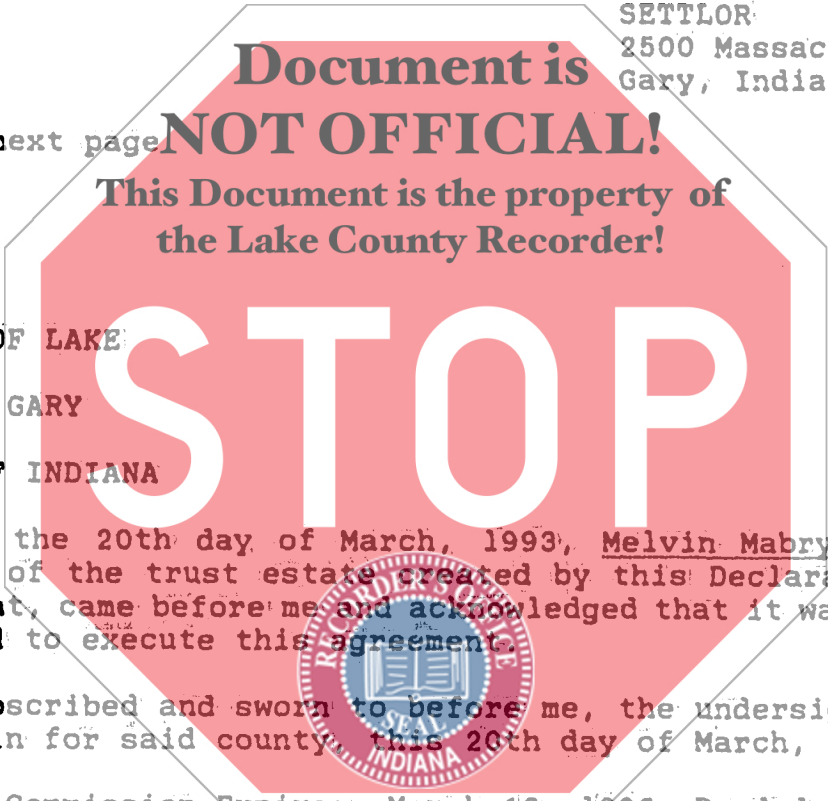
*Melvin Mabry*

MELVIN MABRY  
SETTLOR  
2500 Massachusetts Street  
Gary, Indiana

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**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**



COUNTY OF LAKE  
CITY OF GARY  
STATE OF INDIANA

On the 20th day of March, 1993, Melvin Mabry, Grantor and Trustee of the trust estate created by this Declaration of Trust Agreement, came before me and acknowledged that it was his free act and deed to execute this agreement.

Subscribed and sworn to before me, the undersigned, a Notary Public in for said county, this 20th day of March, 1993.

My Commission Expires: March 12, 1996. Bonded through Notary Underwriters, General Bonding Company, St. Louis Missouri.

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 20th DAY OF MARCH, 1993

Notary Seal

NOTARY PUBLIC, STATE OF INDIANA  
MY COMMISSION EXPIRES: 3-12-96  
COUNTY OF LAKE

*John Henry Hall*  
Atty. John Henry Hall

John Henry Hall, Notary Public  
County of Lake, State of Indiana  
My Commission Expires Mar. 12, 1996

SCHEDULE OF ALL TRUST ESTATE ASSETS LISTED BELOW

SCHEDULE OF TRUST ESTATE ASSETS- TRUST PROPERTY INVENTORY LIST

1. Real Estate: Home and Business and two (2) lots, lots one (1) and two (2), Legal Description: Lots: 1, 2, 3, and 4 Block 18, Oak Park Addition, to Gary, Lake County, Indiana, to wit, 2500 Massachusetts Street, Gary, Indiana. -----\$87,750.00

2. Cash on Hand----- 500.00

3. Checking Account Balances, one (1) ----- 500.00  
NBD Gainer Bank

4. Mutual Funds or Money Market Funds, four (4) 10,000.00  
(As identified below herein)

Account Nos. 40227000710 and 1042627, (Beneficiaries indicated in this instrument)

Account Nos. 707171351060 and A16-11313-07-3903-8860 (Beneficiaries indicated on the face of The in- with the Mutual Fund Company)

5. Stock, A. G. Edwards, one (1)----- 8,000.00  
Account No. Unknown

6. Inventory and Equipment, M & M Groceries----- 3,000.00

7. Life Insurance, Beneficiaries listed on Policies----- 2,500.00

8. 1985 Ford Ranger, Testator's name only----- 4,000.00

9. Personal Possession (for example, household furnishings and appliances)-----4,000.00

10. Fishing Equipment----- 100.00

11. Miscellaneous----- 500.00

TOTAL TRUST ASSETS-----118,250.00

Melvin Mabry  
Mr. Melvin Mabry, Testator

JURAT:

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 20th DAY OF MAR A.D. 1993

NOTARY PUBLIC, STATE OF INDIANA  
MY COMMISSION EXPIRES: 3-12-96  
COUNTY OF Lake

John Henry Hall, Notary Public  
County of Lake, State of Indiana  
My Commission Expires Mar. 12, 1996

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2. Cash on Hand----- 500.00

3. Checking Account Balances, one (1) ----- 500.00  
NBD Gainer Bank

4. Mutual Funds or Money Market Funds, four (4) 10,000.00  
(As identified below herein)

Account Nos. ~~40-20700071-0 and 1042627,~~ (Beneficiaries indicated in this instrument)

Account Nos. ~~707171351060 and A16-11313-07-8343-888-0~~ (Beneficiaries indicated on the face of The in- with the Mutual Fund Company)

5. Stock, A. G. Edwards, one (1)----- 8,000.00  
Account No. Unknown

6. Inventory and Equipment, M & M Groceries----- 3,000.00

7. Life Insurance, Beneficiaries listed on Policies----- 2,500.00

8. 1985 Ford Ranger, Testator's name only----- 4,000.00

9. Personal Possession (for example, household furnishings and appliances)-----4,000.00

10. Fishing Equipment----- 100.00

11. Miscellaneous----- 500.00

TOTAL TRUST ASSETS-----118,250.00

*John Henry Hall, Notary Public*  
*County of Lake, State of Indiana*  
Melvin Mabry, Testator  
My Commission Expires Mar. 12, 1996

This Revocable Living Trust Agreement and Schedule of all trust Estate Assets were prepared by Atty. John Henry Hall, 1937 Madison Street, Gary, Lake County, Indiana 46407, Tel. and Fax 1 219 883-7711 and Mobile Tel. 1 219 765 1714, this 20th day of March, 1993.



SHORN TO AND SUBSCRIBED BEFORE ME  
THIS 20th DAY OF MARCH A.D. 1993  
*John Henry Hall*  
NOTARY PUBLIC, STATE OF INDIANA  
MY COMMISSION EXPIRES: 3-12-96  
COUNTY OF LAKE