

94006009

STATE OF INDIANA

COUNTY OF LAKE

SS:

AFFIDAVIT OF SURVIVORSHIP

THOMAS GERALD WIDIS a/k/a THOMAS GERALD WIDES, being first duly sworn upon his oath, deposes and says:

1. That he is a son of ANTHONY WILLIAM WIDIS and FRANCES E. WIDIS a/k/a FRANCES EMILY WIDIS.

2. That Affiant's father, ANTHONY WILLIAM WIDIS, is living at the date of the execution of this Affidavit and that the Affiant's mother, FRANCES E. WIDIS a/k/a FRANCES EMILY WIDIS, is deceased as of January 2, 1994.

3. That the said ANTHONY WILLIAM WIDIS and FRANCES E. WIDIS a/k/a FRANCES EMILY WIDIS were married on August 14, 1935 and remained husband and wife until the date of death of FRANCES E. WIDIS a/k/a FRANCES EMILY WIDIS, and that the said FRANCES E. WIDIS a/k/a FRANCES EMILY WIDIS died testate.

3. That the said ANTHONY WILLIAM WIDIS and FRANCES E. WIDIS a/k/a FRANCES EMILY WIDIS held the following described real estate as tenants by the entireties at the date of death of FRANCES E. WIDIS a/k/a FRANCES EMILY WIDIS, to-wit:

Lot No. Four (4) in Block No. Eight (8) as marked and laid down on the recorded plat of Wicker Park, Munster, in Lake County, Indiana, as the same appears of record in Plat Book 20, page 40, in the Recorder's Office of Lake County, Indiana.

Commonly known as: 8321 Baring Avenue, Munster, 46321.

4. That the Affiant, as son of the parties hereto and pursuant to Power of Attorney dated the 7th day of November, 1990 from ANTHONY WILLIAM WIDIS to Affiant herein, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof, has caused this Affidavit of Survivorship to be executed.

5. That the expenses of the last illness and burial of decedent, FRANCES E. WIDIS a/k/a FRANCES EMILY WIDIS, have been or will be paid in full, and that there is no state inheritance tax or federal estate tax due and owing in said decedent's estate.

5. That he makes this Affidavit to induce the proper governmental authorities of Lake County, Indiana to remove the name of FRANCES E. WIDIS a/k/a FRANCES EMILY WIDIS from the chain of title to the within described real estate.

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER. Affiant Sayeth Not.

JAN 24 1994

Thomas Gerald Wides
THOMAS GERALD WIDIS
a/k/a THOMAS GERALD WIDES

Kathleen D. Bapst
AUDITOR LAKE COUNTY

Subscribed and sworn to before me, a Notary Public in and for said county and state this 11th day of January, 1994.

Kathleen D. Bapst
Notary Public
Resident of LAKE County

My Commission Expires:
KATHLEEN D BAPST
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP DEC. 4, 1996

THIS INSTRUMENT PREPARED BY: BARTEL ZANDSTRA, Attorney at Law
3235 - 45th Ave., Highland, IN 46322

STATE OF INDIANA
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EXHIBIT "A"

GENERAL DURABLE POWER OF ATTORNEY
GIVEN BY ANTHONY WILLIAM WIDIS AS PRINCIPAL.

I, ANTHONY WILLIAM WIDIS, as principal (the "principal") hereby appoint THOMAS GERALD WIDIS a/k/a WIDES to serve as my agent (referred to herein as my "Agent") to exercise alone or jointly the powers set forth below.

Article I

My agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed as follows:

1. To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed, including without being limited to contingent and expectant interests, marital rights and any rights of survivorship incident to joint tenancy by the entirety, upon such terms and conditions and security as my agent shall deem appropriate and to grant options with respect to sale thereof; to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate.

2. To buy every kind of property, real, personal, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property purchased by my Agent; to repay from any funds belonging to me any money borrowed and to pay for any purchases made or cash advance using credit cards issued to me.

3. To invest and reinvest all or any part of my property in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including without being limited to commodities contracts of all kinds, securities of all kinds, bonds, debentures, notes (secured or limited partnerships, or any interests in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent; to establish, utilize and terminate accounts (including margin accounts) with securities brokers.

4. With respect to real property (including but not limited to any real property described on any exhibit attached to this instrument and any real property I may hereafter acquire or receive and my personal residence), to lease, sublease, release; to eject, remove and relieve tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described in this paragraph; to do any act of management and conservation; to pay, compromise, or to contest tax assessments and to apply for refunds in connection therewith; to hire assistance and labor; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or

improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien; to insert on any exhibit to this instrument containing real property descriptions the descriptions of any real property in which I may now have or hereafter acquire an interests; to sell and to buy the same or other real property.

5. With respect to personal property, to lease, sublease, and release; to recover possessions of by all lawful means; to collect, sue for, receive and receipt for rents and profits therefrom; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other personal property.

6. To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts); to vote at all meetings of security holders, regular or special; to make payment as my Agent deems necessary, appropriate, incidental or convenient to the owning and holding of such securities; to receive, retain, expend for my benefit, invest and reinvest or make such disposition of as my Agent shall deem appropriate all additional securities, cash or property (including the proceeds from the sales of my securities) to which I may be or become entitled by reason of my ownership of any securities; to vote at all meetings of security holders, regular or special.

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the Lake County Recorder!**

7. To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate all cash, rights to the payment of cash, property (real, personal, intangible and/or mixed), rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved (and for purposes of receiving social security benefits, my Agent is hereby appointed my "Representative Payee"); to utilize all lawful means and methods for such purposes; to make such compromises, releases, settlements and discharges with respect thereto as my Agent shall deem appropriate.

8. To create and contribute to an IRA or employee benefit plan (including a plan for a self-employed individual) for my benefit; to select any payment option under any IRA or employee benefit in which I am a participant (including plans for self-employed individuals), or to change options I have selected; to make and change beneficiary designations; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans; to borrow money and purchase assets therefrom and sell assets thereto, if authorized by any such plan.

9. To establish accounts of all kinds, including checking and savings, for me with financial institutions of any kinds, including but not limited to banks and thrift institutions; to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not any such account was established by me or for me by my Agent, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered

by any bank or financial institution.

10. To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes.

11. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests, or distresses, involving me in any way, including but not limited to claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may fall on me and otherwise engage in litigation involving me, my property or any interests of mine, including any property or interest or person for which or whom I have or may have any responsibility.

12. To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts (including the right to alter, amend, revoke or terminate) and to exercise any right to claim an elective share in any estate or under any will, and in exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property.

13. To insure my life or the life of anyone in whom I have any insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow against any such policy; to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder.

14. To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 1970 and 2020; to pay taxes due, collect and make such dispositions of refunds as my Agent shall deem appropriate, post

bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods between the years 1970 and 2020 before all officers of the Internal Revenue Service and state and local authorities; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have any interest or responsibility.

Article II

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

1. To do all acts necessary for maintaining my customary standard of living; to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes; to provide normal domestic help for the operation of my household; to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment; and if in the judgment of my Agent I will never be able to return to my living quarters from a hospice, nursing home or similar establishment, to lease, sublease or assign my interest as lease in any lease or protect or sell or otherwise dispose of my living quarters (investing the proceeds of any such sale as my Agent deems appropriate) for such price and upon such terms, conditions and security, if any as my Agent shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my living quarters which my Agent believes I will never need again (and pay all costs thereof);

2. To provide for the presence and involvement of religious clergy or spiritual leaders in my care, provide them access to me at all times, maintain my membership in religious or spiritual organizations or arrange for membership in such groups, and enhance my opportunities to derive comfort and spiritual satisfaction from such activities, including religious books, tapes and other materials.

3. To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate.

Article III

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time to exercise the authority described below relating to matters involving my health and medical care. In exercising the authority granted to my Agent herein, my Agent is instructed to try to discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner, even by blinking my eyes. My Agent is further instructed that if I am unable to give an informed consent to medical treatment, my Agent shall give or withhold such consent for me based upon any treatment

choices that I have expressed while competent, whether under this instrument or otherwise. If my Agent cannot determine the treatment choice I would want under the circumstances, then my Agent should make such choice for me based upon what my Agent believes to be in my best interests. Accordingly, my Agent is authorized as follows:

1. To request, receive and review any information, verbal or written, regarding my personal affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations, firms or corporations as my Agent shall deem appropriate.

2. To employ and discharge medical personnel including psychiatrists, dentists, nurses, and therapists as my Agent shall deem necessary for my physical, mental and emotional well-being, and to pay them, reasonable compensation.

3. To give consent to any procedures, tests or treatments, including surgery; to arrange for my hospitalization, convalescent care, hospice or home care; to summon para-medics or other emergency medical personnel and seek emergency treatment for me, as my Agent shall deem appropriate, and under circumstances in which my Agent determines that certain medical procedures, tests or treatments are no longer of any benefit to me or, based on instructions previously given by me are not desired by me regardless of this document, to modify or change consent to such procedures, tests and treatments, as well as hospitalizations, convalescent care, hospice or home care which I or my Agent may have previously allowed or consented to or which may have been implied due to emergency conditions. My Agent should try to discuss the specifics of any proposed decision regarding my medical care and treatment with me if I am able to communicate in any other manner, even by blinking my eyes. If I am unconscious or otherwise unable to communicate with my Agent, then my Agent's decision should be guided by taking into account (1) the foregoing provisions of this paragraph, (2) any preferences that I may previously have expressed on the subject, (3) what my Agent believes I would want done in the circumstances if I were able to express myself, and (4) any information given to my Agent by the physicians treating me as to my medical diagnosis and prognosis.

4. To exercise my right of privacy to make decisions regarding my medical treatment and my right to be left alone even though the exercises of my right might hasten my death or be against conventional medical advice.

5. To consent to and arrange for the administration of pain-relieving drugs of any kind, or other surgical or medical procedures calculated to relieve my pain even though their use may lead to permanent physical damage, addiction or even hasten the moment of (but not intentionally cause) my death; to authorize, consent to and arrange for unconventional pain relief therapies which my Agent believes may be helpful to me.

6. To grant, in conjunction with any instructions given under this Article, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instructions given by my Agent or who render written opinion to my Agent in connection with any matter described in this Article from all liability for damages suffered or to be suffered by me; to sign documents titled or purporting to be a "Refusal to

Permit Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by any hospital or physician to implement my wishes regarding medical treatment or non-treatment.

Article IV

This power of attorney shall not be affected by subsequent disability or incapacity of the Principal.

Article V

The following provisions shall apply:

1. My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provisions of this instrument.

2. If any part of any provisions of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provisions or the remaining provisions of this instrument.

3. This instrument shall be governed by the laws of the state of Indiana in all respects, including its validity, construction, interpretation and termination, and to the extent permitted by law shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located. ~~the Lake County property is now owned by me or hereafter acquired by me or for me by my Agent.~~

4. Whenever the word:

(a) "Agent" or any modifying or equivalent word or substituted pronoun therefor is used in this instrument, such word or words shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof;

(b) "Guardian or "Conservator" or any modifying or equivalent word or substituted pronoun is used in this instrument, such word or words shall be held and taken to mean respectively the fiduciary (appointed by the court of competent jurisdiction or by other lawful means) responsible for the person and/or the property of an individual.

5. This instrument may be amended or revoked by me, and my Agent and any alternate agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate Agents. If this instrument has been recorded in the public record, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent and any alternate agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate agent, by delivering to my Agent.

6. This instrument has been executed in duplicate. Both duplicate originals shall have equal force and effect.

7. My agent is authorized to make photocopies of this

instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

In witness whereof, I have executed this Power of Attorney this 2nd day of November, 1990.

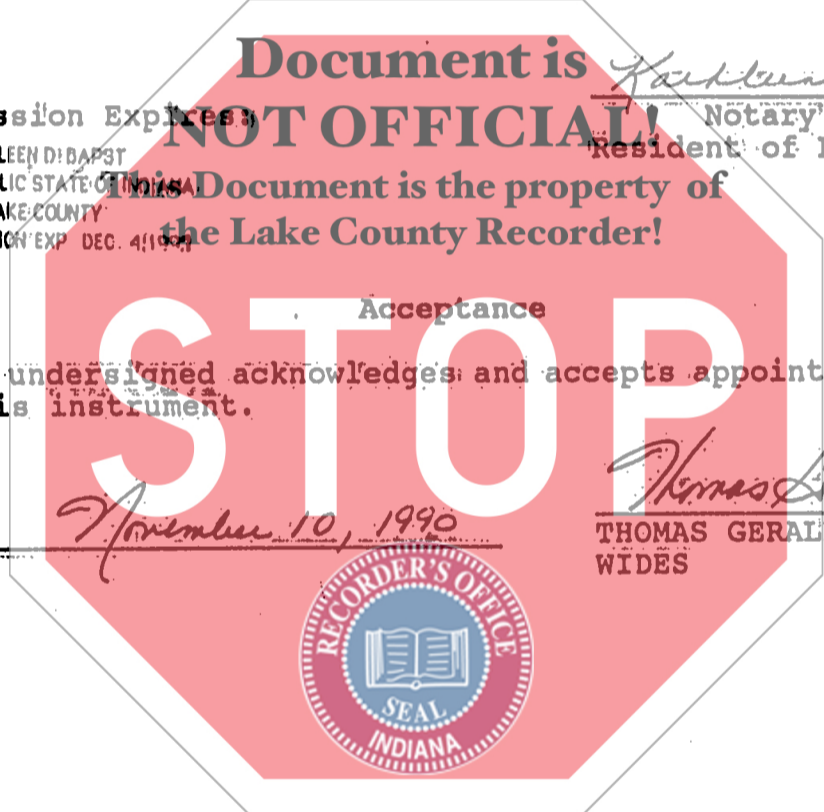
Anthony William Widis
ANTHONY WILLIAM WIDIS

STATE OF INDIANA, COUNTY OF LAKE, SS:

I, a Notary Public within and for the foregoing County and State, do hereby certify that the foregoing Power of Attorney was this day produced to me in said County and State by ANTHONY WILLIAM WIDIS and was executed and acknowledged by his free act and voluntary deed.

WITNESS my hand and seal this 2nd day of November, 1990.

My Commission Expires: Kathleen D. Bapst
NOTARY PUBLIC STATE OF INDIANA Notary Public
LAKE COUNTY Resident of Lake County
MY COMMISSION EXP. DEC. 4, 1994



The undersigned acknowledges and accepts appointment as Agent under this instrument.

Date: November 10, 1990
Thomas Gerald Widis
THOMAS GERALD WIDIS a/k/a WIDIS

THIS INSTRUMENT PREPARED BY: BARTEL ZANDSTRA, Attorney at Law
Zandstra and Muha
3235 45th avenue, Suite 304
Highland, IN 46322