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Irrevocable Deed of Trust

THIS AGREEA HANT entered this plyand between	
of the KKyTown of Schererville County of Lake and State of Indiana	
	, of the KKXTowi
of <u>Dyer</u> , County of <u>Lake</u> and State of <u>Indiana</u>	0
(hereinafter referred to as "the Trustee").	•
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WHEREAS the Settlor desires to place certain property in an irrevocable trust, and	***
WHEREAS the Trustee is willing to accept and administer such property under the terms of these presents,	Q,
NOW, THEREFORE, intending to be legally bound, the Settlor and the Trustee do hereby covenant and agree	as follows:
	<b>O</b> N
WITNESSETH	(C)

## 1. Irrevocable nature of the trust:

The Settlor acknowledges that he has been advised of the consequences of creating an irrevocable trust, and he declares that the trust hereby created cannot be amended or revoked by him or by any other person.

2. Funding of the trust:

The Settlor has executed or will execute such documents or give such instructions as shall be necessary to transfer title to certain assets to the Trustee, and reserves the right to make additional assets, including insurance policies, so payable. The Settlor reserves the right to add to the trust by a testamentary disposition, or via an intervivos trust in which the Trustee is named as beneficiary. The Trustee may also accept additions to the trust from the Settlor's spouse or any other person.

## the Lake County Recorder!

## 3. Administration of the trust:

The Trustee shall administer the trust in accordance with the following instructions:

- (A) During the Settlor's lifetime:
  - (1) The Trustee shall see to the payment of any premiums which shall become due from time to time on any policies of life insurance which may be in force on the life of the Settlor.
  - (2) If the Settlor's spouse be living, one-half of the income from the trust shall be paid to or disbursed on behalf of the Settlor during his lifetime, and the remaining half shall be paid to or disbursed on behalf of the Settlor's spouse. Such payments of income shall be made in quarterly or, if convenient, more frequent installments.
  - (3) If there be no living spouse of the Settlor, the Trustee shall pay the entire income of the trust to or on behalf of the Settlor in quarterly or, if convenient, more frequent installments during his lifetime.
  - (4) At no time shall any of the principal of the trust be paid to or disbursed on behalf of the Settlor.
- (B) Upon the Settlor's death:
  - (1) The Trustee shall accept any additions to the trust fund received pursuant to the terms of a revocable intervivos trust established by the Settlor during his lifetime, any testamentary disposition made by the Settlor, the proceeds of any life insurance policies on the life of the Settlor, or payments into the trust received from other sources at any time.
  - (2) If the Settlor's spouse shall have survived the Settlor, the Trustee shall thereafter divide the trust fund into two parts. One of said parts, herein termed Part A (the "marital share.") shall consist of property of a value equal to that amount which will reduce the Settlor's federal estate tax to zero after taking into account all other amounts deductible in arriving at the Settlor's taxable estate, the unified credit and all amounts passing outside this trust which qualify for the marital deduction. The other part, hereinafter called Part B (the "non-marital share") shall consist of the remainder of the trust fund.

With respect to Part A (the "marital share") the Trustee shall hold, manage, invest and reinvest the same as a trust fund upon the following terms and conditions:

- (a) The Trustee shall pay the income to the Settlor's spouse in quarterly or, if convenient, more frequent payments during such spouse's lifetime, together with such sums from the principal of the trust as such spouse shall request be paid from time to time and together with such sums from said principal as are, in the Trustee's sole discretion, deemed necessary or desirable for such spouse's comfort or wellbeing.
- (b) Upon the death of the Settlor's spouse, any balance then remaining in Part A shall be added to Part B and shall be disposed of in accordance with the provisions hereinafter set forth for the disposition of said Part B.

With respect to the "non-marital share," the Trustee shall hold, manage, invest and reinvest the same as a trust fund upon the following terms and conditions:

- (c) If requested to do so by the executor or administrator of the Settlor's estate, the Trustee shall reimburse said executor or administrator for the amount of any ante mortem claim, funeral expense or expense of administration which shall be allowed in connection with the settlement of such estate. In the absence of formal probate administration, the Trustee shall pay such claims as are determined to be valid.
- (d) The Trustee shall pay to the proper taxing authority or reimburse the executor or administrator of the Settlor's estate for the amount of any succession, estate, transfer or similar tax which shall be lawfully imposed upon the Settlor's estate or upon any beneficiary thereof as a result of the Settlor's death.

(e) The Trustee shall thereafter pay the income from Part B to the Settlor's spouse in quarterly or, if convenient, more frequent payments during such spouse's lifetime, together with such sums from the principal of the trust as shall, in the sole discretion of the Trustee be necessary or desirable for such spouse's comfort or well-being.

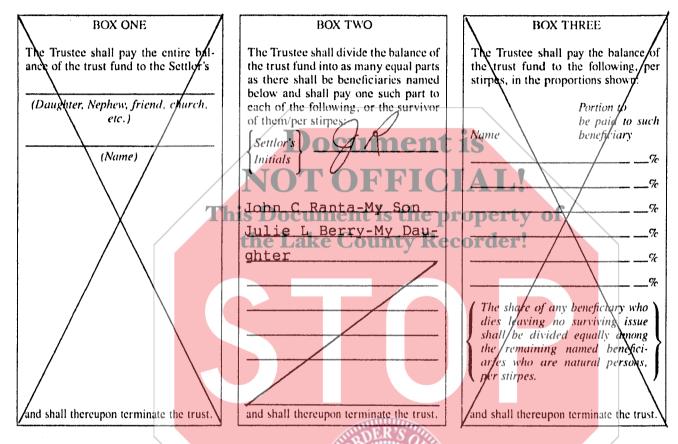
(f) Upon the death of the Settlor's spouse, or upon the Settlor's death if no spouse has survived the Settlor, the Trustee shall dispose of the whole trust fund as specified in

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two of the three
and initial

Box One below

Box Two below

Box Three below



If, during the lifetime of the Settlor's spouse, such spouse having survived the Settlor, all beneficiaries named in this Section 3(B)(f) shall have died, the Settlor's spouse shall instruct the Trustee in writing as to the disposition of the trust fund upon said spouse's death, and the Trustee shall be bound by such instruction. If the Settlor's spouse fails to provide such instruction, then upon the death of such spouse the Trustee shall pay the trust fund to the Settlor's heirs at law.

Notwithstanding the foregoing, if any beneficiary hercunder shall not have attained the age of NA years, the Trustee shall hold such beneficiary's share of the trust assets in continuing trust until such beneficiary shall have attained the age of NA years. During such period of continuing trusteeship, the Trustee may apply or expend any or all of the income or principal of such share of the trust directly for the maintenance, education and support of the beneficiary without the intervention of any guardian and without application to any court. Such payments of income or principal may, in the Trustee's sole discretion, be made to the beneficiary, or to the beneficiary's parents or to the person with whom the beneficiary is living, without any liability upon the Trustee to see the application thereof. If such beneficiary survives the Settlor but dies before attaining the age of NA years, at his or her death the Trustee shall transfer, pay over and deliver the trust property being held for such beneficiary to such beneficiary's personal representative, absolutely.

- 5. If any provision of this instrument shall be unclear or the subject of dispute among the parties to the trust, the Trustee shall be fully authorized to construe such provision, and any such determination by the Trustee shall be final and binding upon the parties hereto.
- 6. All interests of a beneficiary hereunder shall be inalienable and free from anticipation, assignment, attachment, pledge, or control by creditors or by a present or former spouse of such beneficiary in any proceedings at law or in equity.
- 7. This trust is created upon the understanding that no banking institution or issuer, custodian or transfer agent of any securities held hereunder shall be under any liability whatsoever to see to the proper administration of the trust, and that upon the transfer of the right, title and interest in and to any such assets by the Trustee, such banking or other institution shall conclusively treat the transferee as the sole owner of the said property and shall be under no liability to see to the proper application of the proceeds of such transfer.

## 8. About the Trustee

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(a) If the Trustee shall die or become legally incapacitated or otherwise unable or unwilling to perform the duties of such office,

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the Settlor hereby appoints <u>John C. Ranta</u> as Successor Trustee. If the said <u>John C. Ranta</u> be sunable or unwilling to serve, the Settlor hereby appoints <u>Julie L. Berry</u> as such Successor Trustee. If neither individual here nominated as Successor Trustee is able or willing to perform the duties of the office, then a Successor Trustee shall be chosen and appointed by a majority of the named beneficiaries of the trust. Any Successor Trustee shall have the same authority to act as if he were the original Trustee.

- (b) Any Trustee or Successor Trustee shall have the right to resign, such resignation to take effect upon acceptance of the trusteeship by an individual hereinabove authorized to so act and upon the formal transfer of the assets of the trust to such new Successor Trustee who shall give a receipt for such assets.
  - (c) The Trustee shall be entitled to reasonable compensation.
  - (d) The Trustee and any Successor Trustee shall serve without bond.
- (e) The Trustee is specifically authorized to make all investments and reinvestments of the trust assets (except a reasonable amount of uninvested cash and any real estate which may be added to the trust during the Settlor's lifetime or, subsequently, by reference in the Settlor's Will, which real estate the Trustee may deem it in the best interest of the beneficiaries to retain) in property of any character, real or personal, foreign or domestic, including, without limitation, bonds, notes, debentures, mortgages, certificates of deposit, common and preferred stocks, shares or interests in investment companies and participation in a common trust fund maintained by a banking or trust institution, without regard to the proportion which such property bears to the entire amount of the trust and regardless of whether such investments are considered legal for trust funds.
- (f) The Trustee may (1) sell, mortgage, lease, convey and exchange the whole or any part of the trust funds, whether real or personal, without court order and upon such terms as the Trustee shall deem best, (2) make any required division or distribution of the trust funds in cash or in kind or in both and at such values as shall be fixed by the Trustee, (3) apportion attorney's fees or other expenses between income and principal, (4) register securities in the name of a nominee, (5) compromise claims by or against the trust, and (6) borrow funds for any trust purpose and secure the payment of such loans by the piedge of the whole or any part of the trust funds.
- (g) The Trustee shall maintain proper records, and at least annually shall provide the current income beneficiary or beneficiaries with an accounting of the trust's operation. The Trustee shall file such tax returns as may be required in connection with the trust and assist the Settlor in preparing any tax returns required to be filed by the Settlor.

9. This trust instrument shall be construed and enforced in accordance with they laws of the State of Indiana the Lake County Recorder!

IN WITNESS WHEREOF, the parties hereto have hereunder and to a duplicate hereof, set their hands and seals as of the

13th	day of October	. 19_96		1
Witness: Mande	h)	THE SETTLOR	riell non-	F. Pants
Witness:		Accepted: THE TRUSTEE	e Ann (F) Rant	:a
Hwendoly Heles		John	C. Ranta	L.S.
STATE OFIndiana_ COUNTY OFLake		or Schere	rville	/
On the 13th	day o <mark>Oc</mark>	tober19_96 personally		
Julie Ann	(F) Ranta	and John C.	Ranta	-
known to me to be the individual before me.	ils who executed the foregoin	ng instrument, and acknowledge	ed the same to be their fre	e act and deed,
(Notary Seal)			Notary Public	

EDGAR M. PRATER, NOTARY PUBLIC A Resident Of Lake County, Indiana My Commission Expires August 14, 1999



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