

4156 Oakmont Ct  
Crown Point, IN  
46307

**AFFIDAVIT OF TRUST**

I make this Affidavit concerning the following Trust:

Joseph M. Kelchak Trust Agreement dated March 9, 2000

and state as follows:

1. The present Trustee is:

Joseph M. Kelchak  
SS#: 360-14-5027  
4156 Oakmont Ct.  
Crown Point, Indiana 46307

**FILED**

MAR 15 2000

PETER BENJAMIN  
LAKE COUNTY AUDITOR

2000 017826

2. The Trust is currently in full force and effect.

3. Attached to this Affidavit and incorporated in it are selected provisions of the Trust evidencing the following:

- a. Trust Creation and Identification of the Initial Trustee;
- b. Statement of Revocability;
- c. Appointment of Successor Trustees; and
- d. Signature Page.

4. Except for the powers of the Trustee, the Trust provisions which are not attached to this Affidavit are of a personal nature and set forth the distribution of Trust property. They do not modify the powers of the Trustees. The powers of the Trustee may be furnished upon request.

5. All assets to be transferred into and held by the Trust are to be held in the name of the Trustee as follows: **Joseph M. Kelchak, Trustee of the Joseph M. Kelchak Trust Agreement dated March 9, 2000.**

6. This Affidavit was executed on March 9, 2000.

Joseph M. Kelchak  
Joseph M. Kelchak

STATE OF INDIANA )  
COUNTY OF LAKE )

Subscribed and sworn to before me, a Notary Public, this 9 day of March, 2000.

My Commission Expires:  
March 13, 2007

Barbara L. Janke  
Barbara L. Janke, Notary Public  
Resident of Lake County, Indiana

00375

16-02  
/m

# JOSEPH M. KELCHAK TRUST AGREEMENT

## RECITATION CLAUSE

JOSEPH M. KELCHAK (the "Settlor") of Crown Point, Lake County, Indiana, and JOSEPH M. KELCHAK (the "Trustee") of Crown Point, Lake County, Indiana, agree as follows:

**Document is  
NOT OFFICIAL!**

**ARTICLE I**  
**This Document is the property of  
Trust Property  
the Lake County Recorder!**

The Settlor has delivered to the Trustee initial corpus of One Dollar (\$1.00), receipt of which is acknowledged by the Trustee, or has designated the Trustee as the beneficiary under the policy or policies of insurance on the Settlor's life. That property and other property that may be received by the Trustee from the Settlor or others as additions to this trust (the "Trust Property") shall be held and disposed of by the Trustee pursuant to the terms and conditions of this Trust Agreement. Property other than cash may be added to this trust only with the consent of the Trustee. No person paying money or delivering property to the Trustee need see to its proper application by the Trustee.

## ARTICLE II

### Power to Revoke and Amend

The Settlor shall have the right, at any time and from time to time, during the Settlor's lifetime, by written instrument delivered to the Trustee, to revoke (in whole or in part) this Trust Agreement and to amend any of its terms, but no amendment changing the powers, duties or compensation of the Trustee shall be effective unless approved in writing by the Trustee.

## ARTICLE III

### Collection of Insurance Proceeds

Upon the death of the Settlor, the proceeds of all insurance policies on the life of the Settlor which are then payable to the Trustee shall be collected by the Trustee. The Trustee shall have full power and authority to take any action regarding such collection that the Trustee

## **ARTICLE X**

### **Appointment of Successor Trustees**

Upon **JOSEPH M. KELCHAK**'s resignation as Trustee, death, legal disability or inability to manage his affairs, his nephew, **JOSEPH BUCZEK**, is appointed Trustee of the trusts established under this Trust Agreement. If **JOSEPH BUCZEK** is removed (and the Settlor chooses not to serve as successor Trustee), dies, resigns, is under a legal disability, is unable to manage his affairs, or is otherwise unable or refuses to serve as Trustee, the Settlor's friend, **RONALD SIMKO**, is appointed Trustee of the trusts established under this Trust Agreement. Other than for the legal disability of any individual Trustee, which shall be determined by a Court having jurisdiction over such person, the determination as to such person's inability to manage his or her affairs at any time shall be made in writing by such person's physician, and the successor Trustee may rely upon written notice of that determination. Any successor Trustee shall automatically assume the position of Trustee upon the signing of an acceptance and oath without the necessity of any court order or approval of the same.



economical, the Trustee may, in lieu of holding the property in such trust pursuant to the foregoing provisions, pay and distribute the principal and any accumulated net income of such trust immediately to the person or persons then eligible to receive distributions of net income.

This Trust Agreement has been executed on this 9 day of March, 2000, in Merrillville, Lake County, Indiana.

Joseph M. Kelchak  
JOSEPH M. KELCHAK, SETTLOR

Document is  
**NOT OFFICIAL!**  
This Document is the property of  
ACCEPTED BY: Joseph M. Kelchak  
JOSEPH M. KELCHAK, TRUSTEE

STATE OF INDIANA )  
)  
COUNTY OF LAKE )

The undersigned, a Notary Public in and for said County and State, certifies that JOSEPH M. KELCHAK, Settlor and Trustee, respectively, of the above Trust Agreement, personally appeared before me this 9 day of March, 2000, and acknowledged he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth in it.

My Commission Expires:  
March 13, 2007

Barbara L. Janke  
Barbara L. Janke, Notary Public  
Resident of Lake County, Indiana