

4156 Calhoun Ct  
Crown Pt 46327

FILED FOR TAXATION  
ACCEPTANCE FOR TRANSFER

MAR 15, 2000

# JOSEPH M. KELCHAK TRUST AGREEMENT

## RECITATION CLAUSE

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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  
Trust Property  
This Document is the property of  
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

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deems advisable and to pay the expenses of such action out of the Trust Property, but the Trustee shall not be required to take any such action or to enter into or to maintain any litigation to enforce payment of such policies unless and until the Trustee is in possession of funds sufficient for such purpose or shall have been indemnified to the Trustee's sole satisfaction for the Trustee's counsel fees, the Trustee's own fees, costs, disbursements, and all other expenses and liabilities to which the Trustee may, in the Trustee's sole judgment, be subjected by taking, or undertaking, any such action on the Trustee's part. The Trustee is authorized and empowered to compromise, adjust, settle and compound or abandon any claims arising out of any such insurance policy upon such terms and conditions as the Trustee may deem just and advisable. No insurance company whose policy or policies shall be deposited under this Trust Agreement or made payable to the Trustee under this Trust Agreement and who shall make payment of the proceeds of such policy to the Trustee shall be required to inquire into or to take notice of any of the provisions of this Trust Agreement, or to see to the application or disposition of the proceeds of such policies so payable or paid to the Trustee, and the receipt of the Trustee to any such insurance company shall be a complete acquittance and discharge to the extent specified in such receipt of the Trustee for any payment so made and shall be binding upon every beneficiary of the trust created by this Trust Agreement.

#### ARTICLE IV

#### During Settlor's Lifetime

During the Settlor's lifetime, the Trustee shall pay to the Settlor such portion of the net income and principal of the Trust Property as the Settlor from time to time directs in writing. During any period in which the Settlor is under a legal disability, or by reason of illness or mental or physical disability is unable to properly manage his affairs, the Trustee may use so much of the net income and principal of the Trust Property as the Trustee, in the Trustee's sole discretion, believes proper for the support, comfort and welfare of the Settlor, and disbursement of those amounts may be made by the Trustee in any one or more of the following ways as the Trustee shall deem most desirable:

1. to the Settlor;
2. to the court appointed guardian, conservator or other legal representative of the Settlor;
3. to some relative or friend who has care or custody of the Settlor; or
4. by the Trustee using such amounts directly for the benefit of the Settlor.

The receipt of any such party shall release the Trustee from any liability for its expenditure. The Trustee shall not be liable to see to the proper application of the amounts so paid. Other than for the legal disability of the Settlor, which shall be determined by a Court having

jurisdiction over the Settlor, the determination as to the Settlor's inability to manage his affairs at any time shall be made in writing by the Settlor's physician, and the successor Trustee may rely upon written notice of that determination.

## ARTICLE V

### Debts, Expenses and Taxes

**Section 5.1. Debts and Expenses.** Upon and after the Settlor's death, the Trustee shall, upon demand made by the personal representative of the Settlor's estate and to the extent so demanded, pay to the personal representative out of the Trust Property or any accumulated net income, those amounts necessary to pay all legal debts of the Settlor enforceable as claims against the Settlor's estate, any expenses of the Settlor's last illness, funeral and burial, and any expenses of administering the Settlor's estate. If no administration of the Settlor's estate is commenced within sixty (60) days of the Settlor's death, the Trustee, subject to the above limitations, shall pay those debts and expenses directly.

**Section 5.2. Death Taxes.** All estate, inheritance, and other death taxes of any nature, including interest and penalties on them, payable by reason of the Settlor's death which may be assessed or imposed upon with respect to property passing under this Trust Agreement, or property not passing under this Trust Agreement, shall be charged to and paid out of the distributive share of any recipient of any such property. The Trust Property shall not be charged or be liable for the payment of any such estate, inheritance, or other death taxes; but the same shall be charged, apportioned, or prorated against, and reimbursement sought from, any legatee or devisee under this Trust Agreement, or any person owning or receiving any property, including, but not limited to, pay-on-death accounts, transfer-on-death securities, life insurance, annuities and retirement plans not passing under this Trust Agreement, by reason of the Settlor's death.

## ARTICLE VI

### Specific Gifts

Effective as of the Settlor's death, the Trustee shall distribute the following described items of tangible personal property to the following institutions:

- (a) All the Settlor's paintings, icons and sculptures located in or about the Settlor's residence to **ST. PROCOPIUS ABBEY**, Lisle, Illinois, for use at the Abbey and Benedictine University, Lisle, Illinois.
- (b) The Settlor's ancient coin collection to **ST. PROCOPIUS ABBEY**, Lisle, Illinois, for use at the Abbey and Benedictine University, Lisle, Illinois. This

collection is to be permanently displayed either in the Fine Arts Building or Library at Benedictine University, Lisle, Illinois.

- (c) All of the Settlor's prints to **ST. JOHN'S ABBEY AND UNIVERSITY**, Collegeville, Minnesota, to be housed in the Fine Arts Building of the University.
- (d) All of the Settlor's Indian art and all of the Settlor's books about the following subjects: ancient coins, art, architecture, antiques and Indians, to **BENEDICTINE UNIVERSITY**, Lisle, Illinois.
- (e) All of the Settlor's theology books and books about religion to **THE BENEDICTINE CHINESE MISSION**, Lisle, Illinois.
- (f) The sum of Five Hundred Dollars (\$500.00) to **THE HOLY SPIRIT CATHOLIC CHURCH**, Crown Point, Indiana, to be used for Masses for the Holy Souls in Purgatory.
- (g) The sum of Ten Thousand Dollars (\$10,000.00) to the **PRIESTS CONTINUING EDUCATION FUND** of the Diocese of Superior, Wisconsin, to be used for annual clergy workshops.

If any of the items of tangible personal property described above in this Article are not a part of the Trust Property or do not become a part of the Trust Property as a result of the Settlor's Last Will and Testament, the specific gift of any such items shall be void and of no effect. If any of the institutions described above in this Article do not exist as of the Settlor's death, the specific gift to any such institution shall lapse and become a part of the residue of the Trust Property.

#### ARTICLE VII

#### Residue of Trust Property

The Trustee shall, effective as of the as of the Settlor's death, distribute all the rest, residue and remainder of the Trust Property to the persons and institutions listed below in the percentages shown opposite their names:

- (a) To **THE HOLY SPIRIT CATHOLIC CHURCH**, Crown Point, Indiana ... 10%
- (b) To my sister, **ANN BUCZEK** ... 25%
- (c) To my nephew, **JOSEPH BUCZEK** ... 10%

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| (d) | To my sister, <b>MARGARET SIMKO ...</b>  | 12% |
| (e) | To my brother, <b>GEORGE KELCHAK ...</b>   | 10% |
| (f) | To my brother, <b>DR. MICHAEL KELCHAK ...</b>                                    | 15% |
| (g) | To my chiropractor, <b>DUANE WAGNER ...</b>                                      | 1%  |
| (h) | To my niece, <b>MARLENE MORETH ...</b>   | 2%  |
| (i) | To my niece, <b>ELLEN KORHEL ...</b>   | 1%  |
| (j) | To my nephew, <b>RONALD SIMKO ...</b>  | 1%  |
| (k) | To my niece, <b>DIANE SAKSA ...</b>  | 1%  |
| (l) | To my niece, <b>MARGARET WAGNER ...</b>  | 1%  |
| (m) | To my nephew, <b>JOHN SIMKO, JR. ...</b>   | 1%  |
| (n) | To the <b>ST. VINCENT de PAUL SOCIETY, Diocese of Gary ...</b>                   | 2%  |
| (o) | To <b>HELP-A-CHILD, National Council of Catholic Women ...</b>                   | 2%  |
| (p) | To <b>ST. JUDE HOSPITAL FOR CHILDREN ...</b>                                     | 2%  |
| (q) | To my former secretary, <b>MARY BELL ...</b>                                     | 1%  |
| (r) | To my friend, <b>TED SWEDO ...</b>   | 1%  |
| (s) | To my friends, <b>MR. and MRS. JIM MULHERON, or to the survivor of them ...</b>  | 1%  |
| (t) | To my friends, <b>MR. and Mrs. DAN HOSTETLER, or to the survivor of them ...</b> | 1%  |

If any of the beneficiaries described in this Article above does not survive the Settlor or does not exist as of the Settlor's death, the share of the residue of the Trust Property that any such beneficiary would have received had that beneficiary survived the Settlor or existed as of the Settlor's death, as the case may be, shall be divided proportionately among and shall become a part of the remaining shares to be distributed under the provisions of Article VII above.

**ARTICLE VIII**

**Administrative Powers**

**Section 8.1. General Powers and Duties.** The Trustee shall invest and reinvest and preserve the principal of any trust created and shall collect and receive the income from any investments and reinvestments and make the distributions directed to be made in this Trust Agreement, subject to the powers granted in this Trust Agreement and the duties imposed in this Trust Agreement. The Trustee shall be subject to all duties imposed upon a "trustee" under the statutes of this State, and the Trustee may exercise, in the Trustee's discretion, from time to time, all powers granted to the "trustee" under the statutes of this State, together with the following additional powers, which shall control over any different statutory provision:

**Clause 8.1(a). Investments.** Power to invest and reinvest the Trust Property in any kind of property, real or personal, including, by way of illustration: bonds, interests in common trust funds established by the Trustee, stocks of any class, mutual funds (including those for which the Trustee is a sponsor, investment manager or advisor), mortgages, bank accounts (including those at the Trustee bank), money market funds, joint ventures, partnerships, life insurance, and other investments and property as the Trustee shall deem proper and for the best interests of the beneficiaries.

**Clause 8.1(b). Retention of Property.** Power to retain, for such period as the Trustee shall deem proper, any property the Settlor may own at the time of the Settlor's death (including securities of a Trustee bank), without regard to the proportion any particular asset or assets of a similar character may bear to the entire trust property.

**Clause 8.1(c). Determining Beneficiaries.** Power to determine who are the beneficiaries under this Trust Agreement and, in so doing, to act upon such information as, on reasonable inquiry, the Trustee may deem reliable with respect to heirship, relationship, survivorship, identity or any other facts relative to the beneficiary.

**Clause 8.1(d). Facility of Payment.** As to any property payable to any person who is considered by the Trustee to be incapacitated to such extent as to make it impossible or impracticable for that person to give prompt and intelligent consideration to business matters, power to apply that property directly to that person, or for the benefit of that person through payments to an institution or other entity caring for or rendering services or benefits to or for that person, or to a guardian or parent of that person, or to a person with whom that person resides, or to a custodian for the benefit of such person under a Uniform Gifts to Minors' Act. The receipt of such institution, entity, guardian, parent or person shall be a full discharge for all property so applied.

**Clause 8.1(e). Advisors.** Power to employ persons (including, but not limited to, lawyers, accountants, investment advisors, and agents) to advise and assist the Trustee in the performance of the Trustee's duties.

**Clause 8.1(f). Distributions.** As to any distributions directed to be made to two or more beneficiaries having or entitled to receive fractional shares in the assets then to be distributed, power to make distributions without making to each beneficiary a pro rata distribution of each asset then available for distribution, so long as the distributions are made fairly and equitably, based upon the market values of the assets as of the date of the distributions, and are made with the written consent of those beneficiaries.

**Clause 8.1(g). Personal Representative of Settlor's Estate.** Power to deal with and enter into transactions with the personal representative of the Settlor's estate (even though such personal representative may also be serving as the trustee of a trust created by this Trust Agreement) without any of the disabilities or consequences of self-dealing, so long as any such dealing or transaction is reasonably intended to be for the mutual interest of the beneficiaries under the Settlor's Last Will and Testament or of the Settlor's estate and the beneficiaries of such trust created by this Trust Agreement.

**Clause 8.1(h). Power to Make Sales.** To sell any trust property, for cash or on credit, at public or private sales; to exchange any trust property for other property; and to determine the prices and terms of sales and exchanges.

**Clause 8.1(i). Power to Make Tax Elections.** In the event that there is no administration of the Settlor's probate estate, the Trustee shall have the power to make any and all necessary tax elections, including (but not limited to) the power to determine whether deductions shall be taken for federal estate or income tax purposes and to determine the date which shall be used for the valuation of property in the Settlor's gross estate for federal estate tax purposes. No beneficiary shall question the exercise of these powers or receive any reimbursement for any diminution in the Settlor's interest because of the exercise of these powers.

**Clause 8.1(j). Charitable Gifts.** The Trustee is authorized to satisfy any charitable pledge made by the Settlor which is evidenced by any writing, and continue any charitable giving program consistent with the Settlor's past giving record. The Trustee is specifically authorized to make a split interest gift or a gift which has as a component the payment to the Settlor of life income.

**Clause 8.1(k). General Powers.** Power to do all acts, take all proceedings, and exercise all rights and privileges, although not specifically mentioned,

with relation to any property in such trust as may be reasonably necessary in order to administer such trust; and, in that connection, to make, execute and deliver any instruments and to enter into any agreements binding any such trust.

All powers are given as fiduciary powers, to be exercised for the benefit of the beneficiaries of the trusts created and not otherwise, and these powers shall continue until actual distribution of the property held by the Trustee.

**Section 8.2. Restraint on Alienation.** No interest of any beneficiary of any trust created by this Trust Agreement may be voluntarily or involuntarily transferred before the Trustee pays the interest to or for the benefit of the beneficiary.

**Section 8.3. Accountability of Trustee.** The Trustee shall not be required to account to any court for the administration of the trusts created by this Trust Agreement. This provision shall not, however, oust the jurisdiction of any court to enforce any trust created by this Trust Agreement upon the petition of any beneficiary.

**Section 8.4. Consolidation or Merger of Fiduciary.** If any corporate fiduciary serving under this Trust Agreement is consolidated with or becomes merged into another corporate fiduciary, the corporate fiduciary organized upon such consolidation or merger shall succeed to the position of fiduciary under this Trust Agreement and shall be governed by all the terms and conditions set forth in this Trust Agreement and may exercise all the discretionary powers set forth in this Trust Agreement.

## ARTICLE IX

### Removal, Resignation and Replacement of Trustee

**Section 9.1. Removal.** The Settlor may remove the Trustee from the office of trustee by an instrument in writing delivered to the Trustee. Notwithstanding any provision in this Trust Agreement to the contrary, if the Settlor removes the Trustee from the office of Trustee, the Settlor may serve as successor Trustee.

**Section 9.2. Resignation.** Any Trustee may resign at any time by giving written notice, specifying the effective date of the resignation, to the beneficiary or beneficiaries, at the time of giving notice, of the current trust income.

**Section 9.3. Replacement.** If all the persons named in this Trust Agreement to serve as Trustee and successor Trustee are removed, resign, die, are under a legal disabilities, are unable to manage their affairs, or are otherwise unable or refuse to serve as Trustee, an individual or a corporation authorized under the laws of the United States or of any State to administer trusts may be appointed as Trustee by an instrument delivered to him, her or it and signed by a majority of the beneficiaries (excluding charitable and non-profit institutions), at



the time of appointment, of the current trust income. If the successor Trustee is directed in an instrument signed by a majority of the beneficiaries (excluding charitable and non-profit institutions) to accept the accounts of any former Trustee, the successor Trustee shall have no responsibility for them. The guardian of the estate of a beneficiary under legal disability, or the parents, or surviving parent or guardian of the person or minor beneficiary for whose estate no guardian has been appointed, may act for the beneficiary in signing any instrument under this Article. Any successor Trustee shall have all the title, powers, duties and discretion of the Trustee succeeded, without the necessity of any conveyance or transfer.

**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.

**ARTICLE XI**

**Miscellaneous Provisions**

**Section 11.1. Meaning of Terms.**

**Clause 11.1(a). "Survive(s)".** All references in this Trust Agreement to "survives" or "survive" or words of a similar nature shall be construed to require that the person who must survive a designated person to receive any type of gift under this Trust Agreement must survive the designated person for one thousand (1,000) hours. If the person who must survive a designated person to receive any type of gift under this Trust Agreement does not survive the designated person for one thousand (1,000) hours, the reference shall be construed as if the person who must have so survived had predeceased the designated person.

**Clause 11.1(b). Singular, Plural and Masculine Words.** Wherever in this Trust Agreement a singular word appears, it shall also include the plural whenever required by the context and vice versa. Wherever a masculine pronoun is used in this Trust Agreement, it shall also include the feminine or neuter whenever required by the context and vice versa.

**Clause 11.1(c). Personal Representative.** All references in this Trust Agreement to the "personal representative" of a person's estate shall mean and refer to the executor, executrix, administrator, administratrix, administrator or administratrix with will annexed, or other personal representative of such person's estate.

**Clause 11.1(d). Headings.** The headings in this Trust Agreement are for convenience only and do not affect its provisions.

**Section 11.2. Governing Law.** This Trust Agreement shall be governed by the laws of the State of Indiana.

**Section 11.3. Compensation.** An individual trustee shall be entitled to reasonable compensation and reimbursement for expenses. The compensation of a corporate trustee shall be in accordance with the corporate trustee's established schedule of fees in effect from time to time during the period of administration of any trust created by this Trust Agreement.

**Section 11.4. Accounting.** After the death of the Settlor, the Trustee shall provide annual accountings to the current income beneficiary or beneficiaries. Such accountings shall contain the beginning balance of assets, the receipts, the disbursements, the realized and unrealized capital gains and losses, and the ending balance of assets for the period.

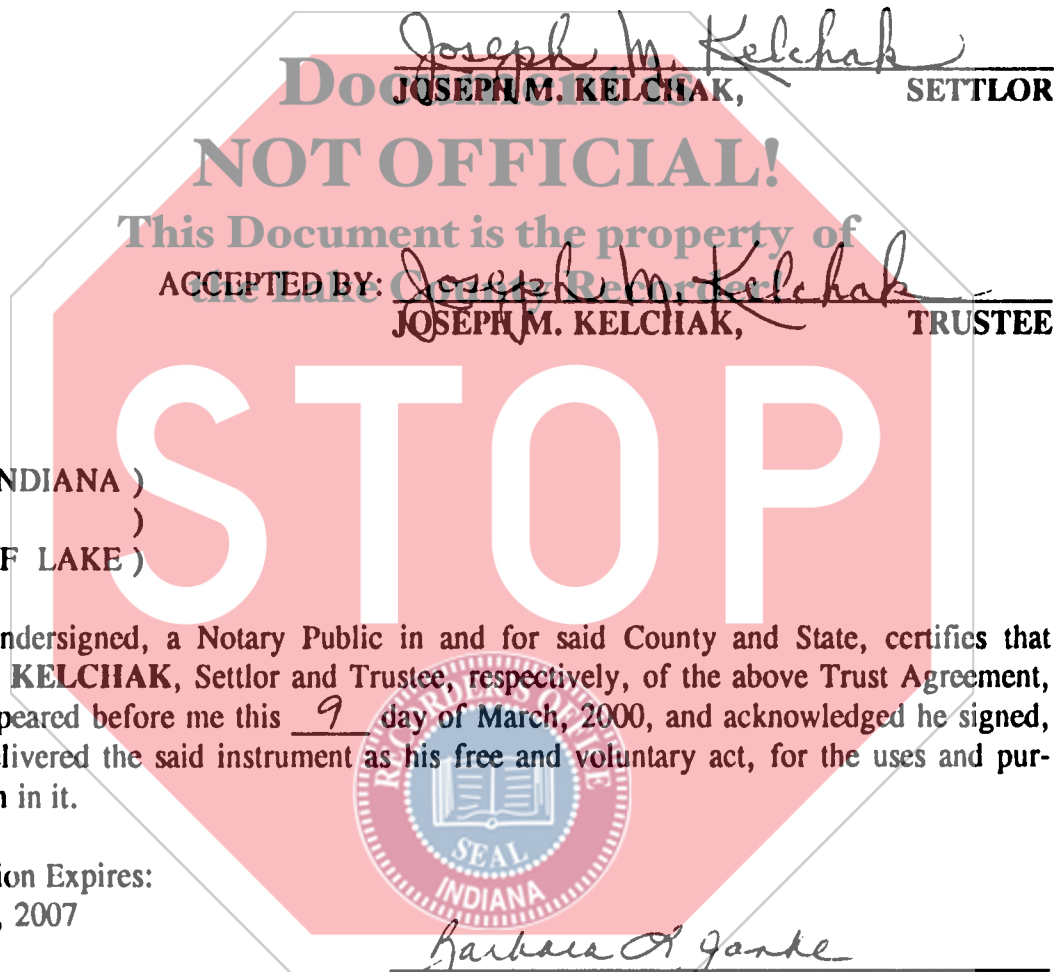
**Section 11.5. Cash.** The Trustee may hold in cash without liability for interest any amounts the Trustee deems too small for efficient investment.

**Section 11.6. Rule Against Perpetuities.** Notwithstanding any provision in this Trust Agreement to the contrary, any and all trusts created under this Trust Agreement shall terminate, if not terminated prior to such time, one day prior to the later of: (a) twenty-one (21) years after the death of the last to die of the Settlor and the Settlor's brothers, sisters, nieces and nephews living at the time of the Settlor's death; or (b) ninety (90) years after the creation of the interest. In the event that any trust shall terminate solely by reason of the preceding sentence, the Trustee shall distribute the principal and any accumulated net income of that trust to those persons and in those proportions as are then eligible to receive the net income of such trust.

**Section 11.7. Discretionary Termination.** Notwithstanding any provision in this Trust Agreement to the contrary, if at any time the Trustee determines, in the Trustee's sole discretion, that continued administration of any trust created by this Trust Agreement is not

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

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