

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

NOV 1 2002

LAKE COUNTY AUDITOR

2002 0996 **Deed of Trust**

MORRIS W. CARTER  
RECORDER

WHEREAS, We, William H. Black and Ann M. Black (aka) Anna M. Black of Lake County, Indiana, are the owners of certain real property located at, (and known as) 12551 Alexander Street, Cedar Lake, County of Lake, and State of Indiana, which property is described more fully in the Quit-Claim Deed conveying it from GOLDEN YEARS TRUST, to William H. Black and Ann M. Black, husband and wife, that certain piece or parcel of land, located in said Cedar Lake, Indiana, to wit :

The North 100 feet of the East 530 feet of the East 1/2 of the Northwest Quarter of Section 21, Township 34 North, Range 9 West of the 2nd P.M., in Lake County, Indiana.

TAX KEY NO # 30 - 24 - 3 - 33

Subject to: Any and all easements, covenants, agreements and restrictions of record.

Being the same premises earlier conveyed to, William H. Black and Ann M. Black, husband and wife, by Quit-Claim Deed No. 2001 - 052329, dated the 3rd. day of July, 2001, recorded in the Office of the Recorder, of Lake County, Indiana.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we do hereby acknowledge and declare that we hold and will hold said real property and all our right, title and interest in and to said property and all Buildings, furniture, fixtures, and personal effects situated therein on the date of our deaths, in Trust

To William A. Black, date of birth 09/12/1947 and Louis G. Olar, date of birth 05/28/1947 as Co - Successor Trustees;

to be distributed to the beneficiaries of the Golden Years Trust - Two, Revocable Living Declaration of Trust Agreement, dated the 31st day of May, 2002, Trustors being, William H. Black and Anna M. Black.

Document  
OFFICIAL  
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the Lake County Recorder!

If because of our physical or mental incapacity certified in writing by a physician, and a second physician concurs with the diagnosis, the Co Successor Trustees hereinafter named shall assume active administration of this Trust during our lifetime. Such Co Successor Trustees shall be fully authorized to invest, reinvest or otherwise manage the Trust's assets as they shall deem appropriate, paying to us or disbursing on our behalf such sums from income or principal as may appear necessary or desirable for our comfort or welfare.

Upon the death of the survivor of the two of us, unless all the beneficiaries shall predecease us, or unless we all shall die as a result of a common accident or disaster, the Co Successor Trustees are hereby directed forthwith to transfer said property and all our right, title and interest in and to said property unto the beneficiaries absolutely and thereby terminate this trust; provided, however, that if any beneficiary hereunder shall not have attained the age of 25 years, the Co Successor Trustees shall hold such beneficiary's share of the trust assets in continuing trust until such beneficiary shall have attained the age of 25 years. During such period of continuing trust, the Co Successor Trustees, in their absolute discretion, may retain the specific trust property herein described if they believe it in the best interest of the beneficiary so to do, or they may sell or otherwise dispose of said specific trust property, investing and reinvesting the proceeds as they may deem appropriate.

If the specific trust property shall be productive of income, or if it be sold or otherwise disposed of, the Co Successor Trustees may apply or expend any or all of the income or principal directly for the maintenance, education and proper support of the beneficiaries without the intervention of any guardian or without application to any court. Such payments of income or principal may be made to the parent(s) of such beneficiary or to the person with whom the beneficiary is living without any liability on the Co Successor Trustees to see to the application thereof. If such beneficiary survives us but dies before attaining the age of 25 years, at his or her death the Co Successor Trustees shall transfer, pay over and deliver the Trust property being held for such beneficiary to such beneficiary's personal representative, absolutely.

2. Any beneficiaries hereunder shall be liable for their proportionate share of any taxes levied upon the Trustees total taxable estate by reason of the Trustee's death.

3. All interests of beneficiaries hereunder shall be inalienable and free from anticipation, assignment, attachment, pledge or control by creditors or a parent, step parent, present or former spouse of such beneficiary in any proceedings at law or in equity.

4. We reserve unto ourselves the power and right during our lifetime (1) to place a mortgage or lien upon the property, (2) to collect any rental or other income which may accrue from the trust property during our lifetime, and no beneficiary named herein shall have any claim upon any such income / or profits distributed to us.

THE GOLDEN YEARS TRUST - TWO, REVOCABLE LIVING DECLARATION OF TRUST AGREEMENT

Initials WFB

Initials AMB

Golden Years Trust II  
P.O. Box 149  
Cedar Lake, In 46303

17.00  
000113  
Cash

5. We reserve unto ourselves the power and right at any time during our lifetime to amend or revoke in whole or in part the trust hereby created without the necessity of obtaining the consent of the beneficiaries and without giving notice to the beneficiaries. The sale or other disposition by me of the whole or any part of the trust property held hereunder shall constitute as to such whole or part a revocation of this trust.

6. The death during our lifetime, or in a common accident or disaster with us, of all of the beneficiaries designated hereunder we hereby nominate and appoint as contingent beneficiaries, our natural family, who are not now listed as beneficiaries, in equal shares, per stirpes.

7. In the event of our physical or mental incapacity or at the death of the survivor of the two of us, we hereby nominate and appoint William A. Black date of birth 09/12/1947 and Louis G. Olar date of birth 05/28/1947 as Co Successor Trustees. If either or both such Co Successor Trustees shall resign or because of there physical or mental incapacity or at the death of either or both of them, we then nominate and appoint as First Contingent Successor Trustee, Susan E. Thomson date of birth 11/09/1948, Second Contingent Successor Trustee, Rex E. Black date of birth 07/04/1950.

8. This Deed of Trust shall extend to and be binding upon the heirs, executors, administrators and assigns of the undersigned and upon the Successors to the Trustees.

9. The Trustee's and their Successors shall serve without bond.

10. This Deed of Trust shall be construed and enforced in accordance with the Laws of the State of Indiana, or in the State of their residence at the time of the death of the survivor of the two Trustor's, but in no event is this trust to be construed in two states simultaneously.

IN WITNESS WHEREOF, We, have hereunto set our hand and seal this 31st day of MAY, 2002.

Trustors

William H. Black  
WILLIAM H. BLACK

William H. Black  
WILLIAM H. BLACK

Anna M. Black  
ANNA M. BLACK

Anna M. Black  
ANNA M. BLACK

Witness (1)

Wilson H. Gynn  
Signature

Wilson H. Gynn  
Printed Name

12555 Alexander St  
Address

Cedar Lake IN. 46303  
City/Town State

Witness (2)

Katherine E. Gynn  
Signature

Katherine E. Gynn  
Printed Name

12555 Alexander St.  
Address

Cedar Lake, IN 46303  
City/Town State

STATE OF INDIANA )  
                                  ) SS  
COUNTY OF PORTER )

On the 31st day of MAY personally appeared William H. Black and Anna M. Black known to me to be the individuals who executed the foregoing document, and acknowledged the same to be their free act and deed, before me.

My Commission Expires 08/14/2007

NOTARY SEAL

Edgar M. Prater  
Notary Public

EDGAR M PRATER  
NOTARY PUBLIC, STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXPIRES AUG. 14, 2007



THE GOLDEN YEARS TRUST - TWO, REVOCABLE LIVING DECLARATION OF TRUST AGREEMENT