# REVOCABLE LIVING TRUST OF ANNA KAPITAN

This Trust is made this day of September, 2003, at Crown Point, Indiana, Anna Kapitan, of 313 S. East Street, Crown Point, Indiana, as Settlor, and Agnes Halfman and Andrew Kapitan, as co-trustees, whereby said parties agree as follows:

## **ARTICLE I**

The Settlor has delivered to the Trustees, the sum of One Dollar (\$1.00), receipt of which is acknowledged by the Trustees of this trust. That sum and any other property that may be received by the Trustees from the Settlor as addition to this Trust, shall be held and disposed of by the Trustees on the terms stated in this Agreement. Property other than cash may be added to the Trust and any property added to the trust shall be retitled in the name of the Trustees.

#### ARTICLE II

Settlor may, by signed instrument delivered to the Trustees, revoke this Agreement in while or in part or amend it, but no amendment changing the powers, duties, or compensation of the Trustees shall be effective unless approved in writing by the Trustees.

A Trustee may resign by giving the Settlor written notice thirty (30) days in advance of the effective date of the Trustee's resignation. Failure of the Settlor to designate a Successor Trustee by written notice to the Trustees within thirty (30) days after the Trustee has given notice of its resignation, or failure to name a Trustee in this document, shall operate as a termination of this Trust, and the Trustees shall then distribute the Trust assets to the Settlor in cash or kind as in their sole discretion determines.

## **ARTICLE III**

During the life of the Settlor, the Trustees shall pay all the net income of the Trust estate, and such portions of the principal as the Settlor may from time to time direct in writing. Notwithstanding any other provision of this Agreement, if at any time the Trustees (who are not also the Settlor) determine in good faith that the Settlor, because of mental or physical incompetency, is unable to properly administer their affairs, the Trustees shall, within their sole discretion, use so much of the net income and any portions or all of the principal for the support, comfort, and welfare of the Settlor. Disbursement of such amounts may be made by the Trustees for the benefit of the Settlor in any one or more of the following ways as the Trustees shall deem most desirable:

A. Directly to the Settlor;

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- B. To the duly qualified legal representative of the Settlor, such as a Guardian or Conservator;
- C. To some relative or friend who has care or custody of the Settlor, or
- D. By the Trustees using such payment directly for the benefit of the Settlor. The receipt of any such party shall release the Trustees from any liability for its expenditure.

After the death of the Settlor, the Trustees shall continue to administer the trust estate as set out in Article IV and Article V of this Trust Agreement.

#### **ARTICLE IV**

The Trustees shall administer the trust individually. If the Trustees cannot administer the trust, alternate Trustees shall be appointed. The Trustees shall continue to hold title to all assets in the trust until appropriate distribution can be lawfully made.

- A. In the event that the Settlor's probate estate is insufficient to satisfy the deceased Settlor's legal debts and obligations, then the Trustees may collect the Settlor's bills, debts, and expenses incurred as a part of the Settlor's last illness and may proceed to pay all legitimate debts of the deceased Settlor and may process all medical claims prior to the distribution of the residuary trust estate as provided in Article V.
- B. The Trustees may prepare or supervise the preparation of all tax returns due as a result of the Settlor's death. These returns include the Federal Estate Tax Return (if applicable), the Indiana Inheritance Tax Return, the Settlor's personal income tax returns both Federal and State, and any Fiduciary Income Tax Returns that are required as a result of this Trust. After the appropriate tax returns are filed and the taxes paid, then the Trustees shall proceed to distribute the residuary trust estate as outlined in Article V.

## **ARTICLE V**

After satisfaction of the Settlor's legal debts, obligations, federal and/or state inheritance taxes, personal income and fiduciary income taxes, then the Trustees shall distribute the remaining balance held in the Trust to the children of the Settlor, namely:

Peter Kapitan
Lorraine Luketic
Agnes Halfman
Christine Southard
Constance Myres
Andrew Kapitan

A. The house and everything in the house to my children in equal shares. The legal description for the property being:

The South (S1/2) Half of the Northeast (NE1/2)Quarter of Section One (1), Township Thirty-three (33) North Range Ten (10) West of the Second Principal Meridian, containing 80 acres, more or less; and The Southwest (SW1/4) Quarter of the Northwest (NW1/4) Quarter of Section Six (6), Township Thirty-three (33) North, Range Nine (9) West of the Second Principal Meridian, Containing 35.90 acres more or less, together with the improvements thereon situated. Subject to covenants, easements, restrictions of record and provisions of zoning and planning ordinances.

## **ARTICLE VI**

Agnes Halfman and Andrew Kapitan, as co-trustees under this Agreement shall have all powers enumerated under the Indiana Code and any other power that may be granted by law, to be exercised without the necessity of Court approval, as my Trustees, in their sole discretion, determine to be in the best interests of the beneficiaries. Said powers are to be construed in the broadest possible manner and shall include the following, and shall pertain to both principal and income, but shall in no way be limited thereto:

- A. To retain any property received from without liability for loss due diversification or non-productivity.
- B. To invest and reinvest the Trust estate in any kind of real or personal property without regard to any law restricting investment by Trustees and without regard to current income.
- C. 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.
- D. To take any action with respect to conserving or realizing upon the value of any Trust property, and with respect to foreclosures, reorganizations, or other changes affecting the Trust property; to collect, pay, contest, compromise, or abandon demands of or against the Trust estate, wherever situated; and to execute contracts, notes, conveyances, and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the Trust estate.

## ARTICLE VII

The following provisions govern the administration of this trust as established by the Settlor.

A. Any named Trustee of this Trust is relieved from any requirement as to routine Court accountings that may now or may hereafter be required by

- the statutes in force in any jurisdiction, although it is not precluded from obtaining judicial approval of its accounts.
- B. This instrument and the dispositions hereunder shall be construed and regulated and their validity and effect shall be determined by the laws of the State of Indiana.
- C. Any Trustee shall be entitled to reasonable compensation for services rendered in administering and distributing the trust property which shall be paid in accordance with an hourly rate if the Trustee is an individual. If the Trustee is a corporate fiduciary, they shall be compensated in accordance with the Bank's current fee schedule. During the administration of this Trust, the Trustee shall be entitled to reimbursement for expenses.
- D. No person paying money or delivering property to a given Trustee need see to its proper application by the Trustee.

IN WITNESS WHEREOF, Anna Kapitan has hereunto signed her name as Settlor and Agnes Halfman and Andrew Kapitan, have subscribed hereto their names accepting the responsibilities as Trustees under this Agreement dated this \_\_\_\_\_ day of September, 2003.

Anna Kapitan
Settlor

STATE OF INDIANA

SS:

Andrew Kapitan

SUBSCRIBED & SWORN to before me, a Notary Public, this

September, 2003.

My Commission Expires:

County of Residence:

HARRY ZEMBILLAS

Lake County

My Commission Expires

June 10, 2007