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STATE OF ILLINOIS	) ) SS:
COUNTY OF COOK	)

### **AFFIDAVIT OF SURVIVORSHIP**

28-211-5(18)

The undersigned, DR. ARTHUR H. MOSWIN, being first duly sworn upon his oath, deposes and states as follows:

- 1. I am over 18 years of age and am in all respects competent to testify to the matters set forth herein.
- 2. I make this Affidavit based upon my personal knowledge. If called upon to do so, I will testify personally regarding the information contained herein.
- 3. I make this Affidavit as my free and voluntary act and I am the son of Jack A. and Pearl Moswin who were residents of Lake County, Indiana.
- 4. Jack A. Moswin and Pearl Moswin lived together as husband and wife until the time of the death of Jack A. Moswin on April 23, 1982. That the marital relationship which existed between Jack A. Moswin and Pearl Moswin continued unbroken from the time they acquired title to said real estate until the death of Jack A. Moswin on April 23, 1982 at which time his surviving spouse, Pearl Moswin, acquired title to the below described real estate as surviving tenant by the entireties.
- 5. That the Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the owner of record of Certain Pearl Moswin Trust Agreement dated October 6, 1994 is the October 6, 1994 is the

MAR 17 2006
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

005853

926 -1836 TICOR SO Lot 5 in Hill and Vale Estates 2<sup>nd</sup> Addition to Munster, as per plat thereof, recorded in Plat Book 33, page 97, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 8816 Baring Avenue, Munster, IN 46321.

- 6. That the affiants state that the decedent, Pearl Moswin, died on the 7<sup>th</sup> day of March 2006, in Lake County, Indiana, as confirmed by a copy of the Certificate of Death issued by the Indiana State Department of Health which is attached hereto as Exhibit "A."
- 7. Article XV, paragraph B of the Pearl Moswin Trust dated October 6, 1994, states that "in the event Pearl Moswin should fail to qualify as Trustee, or having qualified, die, resign or become incapacitated, then the son of the Trustor, Dr. Arthur H. Moswin, shall act as Successor Trustee." A certified and abbreviated copy of said Trust is attached hereto as Exhibit "B."

FURTHER THE AFFIANT SAITH NOT the property of

DR. ARTHUR H. MOSWIN, Trustee of the Pearl Moswin Trust dated October 6, 1994 3731 North Pine Grove Chicago, Illinois 60613

STATE OF ILLINOIS	)
	) SS:
COUNTY OF COOK	)

Before me, the undersigned Notary Public in and for said County and State, do hereby certify that Dr. Arthur H. Moswin personally appeared and executed the above document as his voluntary act and deed, for the uses and purposes therein stated.

March 2006.

> "OFFICIAL SEAL" Alicia Blackmon
>
> y Public, State of Minols ....iasion Expires Feb. 4, 2007

Notary Public Resident of County, Illinois

My Commission expires:

Feb 4, 2007

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

ATTENTION ESTATE: The Social Security # is eing requested by this state agency in order to ursue its statutory responsibility. Disclosure is olumtary and there will be no penalty for refusal ocal No.

CERTIFICATION OF THE RECORDS IN THIS SERIES ARE CONFIDENTIAL PER IC 16-37-1-10

# INDIANA STATE DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

State No.

	EXHIBIT
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### TRUST AGREEMENT

THIS AGREEMENT is made this 6th day of October, 1994, by and between Pearl Moswin of Munster, Indiana, hereinafter called the "Trustor", and Pearl Moswin, hereinafter called the "Trustee".

The Trustor hereby transfers to the Trustee the property described in Schedule "A" attached hereto and made a part hereof, which the Trustee shall hold and administer, together with any other property which from time to time may be added to the Trust (collectively hereinafter sometimes referred to as the "Trust Estate") upon the following conditions and trusts:

### ARTICLE I.

### **Revocation and Amendment**

The Trustor, may, by signed instrument delivered to the Trustee, revoke the trust hereunder in whole or in part or amend this Agreement from time to time in any manner. No amendment changing the powers or duties of the Trustee shall be effective unless approved in writing by the Trustee.

### ARTICLE II.

### Dispositive Provisions During Trustor's Lifetime

During the lifetime of the Trustor, the Trustee shall pay the income from the Trust Estate in convenient installments to the Trustor or otherwise as the Trustor may, from time to time, direct in writing, and the Trustee shall also pay to the Trustor such part or all of the principal of the Trust as the Trustor shall request in writing from time to time.

If at any time or times the Trustor is under a legal disability, or by reason of illness or mental or physical disability, the Trustor is, in the opinion of a physician as outlined in Paragraph C of Article XV, unable to properly manage her affairs, the Trustee shall use so much or all of



J. M.

the income and such part of the principal of the Trust Estate as it deems necessary or advisable, in such manner as it deems best, for the care, support and comfort of the Trustor, for the payment of any premiums on insurance on the Trustor's life, or for any other purpose the Trustee deems to be in the best interests of the Trustor, adding any undistributed income to the principal.



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J. m.

### ARTICLE IV.

### Disposition to Descendants of a Deceased Child

If any descendant of a deceased child hereunder shall be under the age of twenty-one (21) years when the Trustee shall be directed herein to distribute to him any portion of the principal of the Trust Estate, his portion shall vest in him indefeasibly, but the Trustee shall withhold possession of it and hold it for his benefit until he shall attain that age or die prior thereto, when the Trustee shall pay, deliver and convey the principal, together with all undistributed income to him or to his legal representative, and in the meantime the Trustee shall apply or pay to, or expend and apply for the benefit of said descendant, so much or all of the income and principal of the trust at such time or times and in such manner as the Trustee in its discretion deems best.

# Document is Beneficiaries Under Disability

If at any time any beneficiary to whom the Trustee is directed in this instrument to pay any income or principal is under legal disability, or is in the opinion of the Trustee incapable of properly managing his affairs, the Trustee may use the income or principal for his health, education, maintenance and support. The Trustee may either expend directly any income or principal which it is authorized in this Trust Agreement to use for the benefit of any beneficiary, or pay it over to him or for his use or to his parent or guardian, or to any person with whom he is residing, without responsibility for its expenditure.

### ARTICLE VI.

### Termination of Trust

Notwithstanding anything herein to the contrary, if at any time the fair market value of

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the net assets constituting the corpus of any trust hereunder is less than Thirty Thousand (\$30,000.00) Dollars, the Trustee may, in its discretion, terminate such trust and pay, deliver and convey the entire principal of said trust to the beneficiaries at that time of the income thereof and in the proportions in which they are beneficiaries of such income.

### ARTICLE VII.

### Rule Against Perpetuities

Notwithstanding anything herein to the contrary, the trusts hereunder shall terminate not later than twenty-one (21) years after the death of the last survivor of the Trustor and her descendants living at the date hereof, at the end of which period the Trustee shall pay, deliver and convey the entire principal of said trust to the beneficiaries at that time of the income thereof and in the proportions in which they are beneficiaries of such income.

## NOT ARTICLE VIII. IAL!

### Trustee's Inviolability of Trust - Spendthrift Clause

No beneficiary entitled to a share of the principal or income of, or any beneficial interest in, the trust property, or any spouse, kin, issue, relative, creditor, or assignee of such beneficiary, for and in the latter's interest or behalf shall have the right or power to sell, assign, transfer, mortgage, pledge, or otherwise dispose of, or encumber such share, or any part thereof, or interest therein, whether the interest of such beneficiary in such share be certain or uncertain, vested or contingent, or subject to present or future enjoyment, nor shall such share of the Trust Estate, nor any part thereof, be in any manner liable, while in the possession of the Trustee, to levy or sale on judicial proceedings, or be transferable by any consensual or unilateral act or by operation of law.

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J. Sn.

### ARTICLE IX.

### Provisions Relating to Powers of Appointment Created Herein

- A. Flexibility of Exercise of General Power of Appointment. In the exercise of the general power of appointment granted to the Trustor in Article III, in addition to the ability to appoint to any person or persons, corporations or associations, or to her estate, she may appoint outright or in trust; may select the Trustee if she appoints in trust; may create new powers of appointment in a trustee or in any other appointee; may, if she appoints property in trust, grant such administrative powers to the Trustee as she deems appropriate; may appoint life interests with remainders to others; may impose lawful conditions or restrictions upon any appointment; may appoint different types of interest to different appointees; may impose lawful spendthrift restrictions; and may appoint by Will. These powers of the donee of a general power of appointment are in addition to and not in restriction of powers she would otherwise have.
- B. Testamentary Powers of Appointment. Whenever in this Trust Agreement a person has been granted a testamentary power of appointment over certain trust property, the Trustee, in distributing this property upon the death of said person who is the donee of the power of appointment, shall be protected in relying upon an instrument admitted to probate in any jurisdiction as the Will of the donee of the power of appointment; the Trustee shall further be protected in acting upon the assumption that, if the Trustee shall not have received actual notice of the existence of any Will left by the donee of the power of appointment within three (3) months after the donee's death, said donee died intestate and had not exercised her testamentary power of appointment. The provisions of this paragraph shall not affect any right which an appointee or beneficiary in default of appointment may have against any distributee.

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### ARTICLE X.

### Release of Powers of Appointment.

All powers created by this Trust Agreement are releasable in whole or in part. In addition to any other method of release recognized by law, any such power may be released by an instrument in writing, filed with any court which has granted probate to the Trustor's Will, declaring the donee's intention to release.

### **ARTICLE XI.**

### Responsibility of Purchasers from Trust

No person paying money or delivering any property to any Trustee shall be required to see to its application.

# Document is Miscellaneous Definitions

- A. Gender. Throughout this Trust Agreement the masculine gender shall be deemed to include the feminine and the singular the plural and vice-versa, wherever required by the context.
- B. Articles, Paragraphs, Subparagraphs and Sections. Throughout this Trust Agreement, references to "Article" shall be an upper case Roman numeral, "Paragraph", an upper case letter, "Subparagraph", an Arabic numeral in parentheses, and "Section", a lower case letter in parenthesis.

### ARTICLE XIII,

### Merger of Trusts

If at any time the Trustee is holding any portion of the Trust Estate for the primary

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benefit of any person for whose primary benefit the Trustee is holding any portion of the property of any other trust created by the Trustor or by a member of the Trustor's family, the Trustee may, in its discretion, consolidate and commingle such portions and hold and dispose of them as a single trust.

### ARTICLE XIV.

### Conflict of Laws

Each trust hereunder is an Indiana trust made in that state and is to be governed, construed and administered according to its laws and shall continue to be so governed, construed and administered even though administered elsewhere within the United States or abroad.

### ARTICLE XV.

### Trustees

- A. Resignation. Any Trustee at any time acting hereunder may resign or discharge itself during the Trustor's lifetime by giving thirty (30) days' written notice delivered to the Trustor in person or mailed to his last known address, the resignation to become effective at the end of thirty (30) days from the time the notice was delivered or mailed to the Trustor. After the Trustor's death, any Trustee may resign by giving thirty (30) days' written notice delivered in person or mailed to the last known address of each of the beneficiaries then receiving or entitled to receive the income of the trust and to the other Trustee, if any.
- B. <u>Successor Trustee</u>. In the event Pearl Moswin should fail to qualify as Trustee, or having qualified, die, resign or become incapacitated, then the son of the Trustor, Dr. Arthur H. Moswin, shall act as Successor Trustee. In the event Dr. Arthur H. Moswin should fail to qualify as Trustee, or having qualified, die, resign or become incapacitated, then the daughter of

Page 8

P. M.

the Trustor, Judith Moswin Levenberg, shall act as Successor Trustee. If Judith Moswin Levenberg should fail to qualify as Trustee, or having qualified, die, resign or become incapacitated, then the daughter of the Trustor, Ruth Bossart, shall act as Successor Trustee.

- C. <u>Incapacity of Trustee</u>. Any Trustee named hereunder shall be deemed incapacitated when two physicians licensed to practice in the state of residence of the Trustee certify in writing, with copies served upon the Trustee and any Successor Trustee named in this instrument, that the Trustee is physically or mentally incapable of handling the affairs of the trust and/or incapable of acting in the way a reasonable and prudent person would act in the handling of their own affairs.
- D. Guardian or Conservator. The guardian or conservator of the estate of a beneficiary under legal disability or the parents or surviving parent of a minor beneficiary for whose estate no guardian has been appointed, may act for such beneficiary in making any appointment or in giving any direction under this Article.
- E. <u>Liability of Successor Trustee</u>. No Successor Trustee shall be personally liable for any act or failure to act of a predecessor trustee and with the approval of the person or persons appointing it, a Successor Trustee may accept the account rendered and the property delivered to it by a predecessor Trustee without incurring any liability or responsibility for doing so.

ARTICLE XVI

Survivorship

If the Trustor or any beneficiary of this Trust Agreement should die under such

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J. m.

circumstances that there is not sufficient evidence as to the order of our deaths, it shall be presumed for all purposes under this Trust that the Trustor survived.

### ARTICLE XVII.

### Trustee's Powers

The Trustor gives to the Trustee the following powers:

- A. Reduction of Trust Property to Possession. To reduce the entire Trust Estate to possession as soon as may be, causing title thereto to be registered in the name of the Trustee, as Trustee, or in the name of the Trustee, individually, or in the name of any nominee of the Trustee (in the latter two cases without disclosing the trust); or (in the case of securities) to take and keep the same unregistered and to retain them, or any part of them in such manner that they will pass by delivery, the purpose being to facilitate transfer of such assets, and the transfer and voting of such securities, and otherwise to aid in the administration of this trust; but no such registration or holding by the Trustees shall relieve it of liability by the safe custody and proper disposition of such Trust Property in accordance with the terms and provisions thereof.
- B. Real Property. To acquire, buy, own, hold, manage, lease (either as lessor or as lessee), sell, transfer, exchange, mortgage (either as a mortgagor or as a mortgagee) or otherwise dispose of real property, and to execute long or short term leases with or without option to purchase, though terms extend beyond the termination of the trust, deed of conveyance and other contracts, respecting same. Also, in managing the real property which is a part of the Trust Estate, to exercise the following powers, to-wit: to abandon, to alter, to adjust boundaries, to demolish buildings, to erect buildings, to convert, to dedicate for streets, alleys and other public uses without compensation, to develop, to grant easements, to waive payments for property taken

Page 10

J. M.

by right of eminent domain, to equalize shares, to improve, to insure, to grant options with or without right of purchase, to partition, to enter into party wall contracts, to promote sales, to protect out of the general funds of the trust, to repair, to subdivide, to insure the title to, to perfect the title of, and to vacate; to reduce the interest rate of any mortgage constituting a part of the Trust Property; to consent to the modification or release of any guaranty of any mortgage which the Trustees hold as part of the Trust Estate, or in which it has a partial interest; to continue mortgages upon and after maturity with or without renewal or extension upon such terms as the Trustees, in its uncontrolled discretion, may deem expedient, without reference to the value of the mortgage security at the time of such renewal or extension; to foreclose, as an incident to collection of any bond or note, any mortgage securing such bond or notes and purchase the mortgage property; to acquire the property by deed from the mortgagor without foreclosure or taken over without foreclosure for such time, and to dispose of the same by sale, exchange, or otherwise, upon such terms and conditions as the Trustees, in its uncontrolled discretion, may deem expedient.

C. Personal Property. To hold, invest and reinvest funds coming into its hands in such securities, including but not limited to common and preferred stocks (including those of the Bank or Trust Company acting as Trustee), common trust funds, mutual investment funds, or property, either tangible or intangible, or other investments, as it may deem advisable regardless of any lack of diversification without regard to any statutes, court decisions, regulations or other restrictions of law prescribing investments for trust funds; to retain as an asset of the trust any insurance policy that the Trustor may own at the time of his death on the life of any other person, or to convert such policy into any other type of life insurance, and to retain any policy

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acquired as a result of such conversion; to acquire as an asset of the trust, an endowment or annuity policy or a life insurance policy, on the life of any person to whom the income of the trust is payable, or on the life of any person in whom such income beneficiary has an insurable interest (except the Trustor) from such companies and in such amounts as may be deemed advisable by the Trustee; to pay premiums on all such insurance policies, from income or principal or both as the Trustee may determine. In making investments or reinvestments, the Trustee shall be obligated only to use good faith and to exercise its honest judgment as to what investments are from time to time for the best interests of the Trust Estate and the beneficiaries thereof. The Trustee may hold any portion of any trust in cash and uninvested whenever it deems, in its sole discretion, such holding to be the ultimate advantage of the Trust Estate or beneficiaries.

- D. <u>Income</u>. To collect all the rents, issues, profits, income, interests, dividends and other gain, arising from the Trust Property; and in connection with such collection the Trustee shall have power in its sole discretion to agree to decreases in the regular rate of rents, issues, profits, interest, dividends, and other gain, derived or derivable from the Trust Estate.
- E. Borrowing and Lending. To borrow money for any purpose, either from the banking department of the Trustee (if applicable) or from others, and to mortgage or pledge any trust property. The Trustee may make loans, either secured or unsecured, in such amounts, and upon such terms, and at such rates of interest, and to such beneficiaries hereunder, persons, firms or corporations as in the exercise of its discretion it may determine; subject, however, that the discretion to make loans to a beneficiary or beneficiaries hereunder shall rest solely with the Trustee based on what the Trustee deems to be in the best interest of said beneficiary. If the

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Trustee lend money to add beneficiary it may, but need not, secure such loan by any method, including, but not limited to, a pledge or lien on the future income and/or principal benefits of such beneficiary, notwithstanding any spendthrift provision herein to the contrary. The Trustee shall not be held liable for any loss or losses that may arise from loans made to any beneficiary, and its decision in respect to loans to any beneficiary shall be binding and conclusive on all persons.

- F. <u>Contracts</u>. To enter into such contracts, including grants of options and contracts of purchase and sale, and to carry out such contracts with the executors, any beneficiary under this Trust Agreement, the Trustee of any trust which the Trustor may create during her lifetime, any beneficiary of any such trust, and any other person which will, in the opinion of the Trustee, facilitate the administration of the Trustor's estate or of any trust created hereunder, or provide for the investment, reinvestment, realization, salvage or protection of the Trust Property or any part thereof.

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- G. Allocation of Assets. To allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or trusts, and to determine the value of any such property, and the Trustees may consolidate for the purposes of investment and administration any two or more trusts established hereunder into a single common fund, and to assign proportionate undivided interests therein to the respective trust estates.
- H. Taxes. To pay all taxes which may be property assessed on account of the principal or income of the Trust Estate insofar as the provision of the law shall make such taxes payable by the Trustees, rather than by the beneficiaries of the trust; and to compromise any tax assessment by any governmental agency.





I. Corporate Action. To take any and all action with respect to any obligations of corporations, associations, partnerships, individuals or trusts, which properly constitute a part of the Trust Estate, including the obligations of the United States of America, or possessions thereof, or any state or municipal subdivision thereof, or any foreign nations or subdivision thereof, which the Trustees, in its uncontrolled discretion, may deem expedient, including the right to vote at meetings of stockholders, members, partners, trustees, creditors, and other similar groups and including the right to designate and instruct proxies to vote at such meetings. The Trustee is further authorized to exercise any right, option or privilege to convert bonds, notes, stocks or other securities constituting a part of the Trust Estate, into other bonds, notes, stocks or other securities; to exercise any privilege to subscribe for additional or other bonds, notes, stocks or other securities, to make such conversions or subscriptions, to make payments therefor, and to advance or borrow money for the purpose of exercising such option, privilege or right, and to hold such bonds, notes, stocks, and other securities so acquired as investments for the Trust Estate. The Trustee is further authorized to unite with other owners of property or securities similar to any which may be held at any time as part of the Trust Estate in carrying out any plan for the consolidation of the property, or incorporation or reincorporation, reorganization, or readjustment of the capital or financial structure of any corporation, company, or association, the securities of which may form a portion of the Trust Estate; to deposit any such securities in accordance with such plan; to pay any assessments, expenses, and sums of money which they may deem expedient or which may be required for the protection or furtherance of the interest of the Trust Estate with reference to any such plan; and to receive and retain as part of the Trust

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Estate any new securities issued as a result of the execution of such plan, whether or not the same be authorized by law for the investment of trust funds.

- J. <u>Transactions with Other Fiduciaries</u>. To enter into any transaction authorized by this Article with trustees or legal representatives of any other trust or estate in which any beneficiary hereunder has any beneficial interest, even though any such trustee or legal representative is also Trustee hereunder.
- K. <u>Lawsuits</u>. To abandon, adjust, arbitrate, compromise, compound, sue or defend, and otherwise deal with and settle claims, including taxes, in favor of or against the Trust Estate, as the Trustee, in its uncontrolled discretion, may deem expedient.
- L. <u>Professional Employees</u>. To employ such attorneys, auditors, accountants or other assistants as are, in the judgment of the Trustee, necessary; to select and employ any person, firm or corporation engaged in rendering investment counsel to advise it in making investments, managing securities, of making decisions with reference to the purchase, retention, sale, or other disposition of property or securities held by it, but nothing herein shall be construed to require the Trustee to follow the advice of any such investment counsel.
- M. Allocation as Between Principal and Income. To determine the manner of ascertainment of income and principal, and the allocation of apportionment between income and principal of all receipts and disbursements, the Trustee may at any time or times charge all or any part of the Trustee's regular annual compensation (if any) against the principal, regardless of any rule of law or statute to the contrary.
- N. <u>Determination of Beneficiaries</u>. To determine who are the beneficiaries and in so doing to act upon such information as on reasonable inquiry to the Trustee may deem reliable



with respect to heirship, relationship, survivorship, identity, or any other fact relative to the beneficiary and, for so acting and relying shall be free from liability.

- O. <u>Distribution of Principal</u>. To distribute the principal of the Trust Estate at the time and upon the events provided, and in making such distribution to make the same in cash or in kind, or both, as the Trustee may, in its uncontrolled discretion, deem expedient. In that regard, upon the written request of any beneficiary of the Trust, with respect to the distribution of monies from a qualified plan or rollover account under applicable provisions of the Internal Revenue Code, the Trustee may distribute said monies to said beneficiary over a period of time not to exceed the life expectancy of said beneficiary as actuarially determined at the time of said plan or account distribution.
- P. Accounting to Beneficiaries. To render annual statements of income accounts, and annual statements of capital accounts, to each adult beneficiary for the time being entitled to share in the Trust Estate, and upon final settlement to render a full, true and complete account to each beneficiary upon whom such settlement is made. It is the Trustor's desire that the Trustee shall not docket this trust and shall not resort to the courts for any authority or instructions unless determined by it necessary. It is the Trustor's intention by this Article to give to the Trustee ample power, authority and discretion to administer the Trust Estate and the Trustor expects it to take and exercise the responsibility of doing so. The Trustee shall not be required to give any bond for the faithful performance of its duties.
- Q. <u>Enumerated Powers Not Exclusive</u>. The powers, rights, duties, obligations and immunities of the Trustee, enumerated in this Trust Agreement are not intended and shall not be



construed in any respect as in limitation of any authority given or conferred upon the Trust by any law, but are intended and shall be construed as additions thereto.

- R. <u>Custodian of Records and Temporary Relief from Duties</u>. The Corporate Trustee, if applicable, shall be the custodian of the Trust Estate and of the books and records of the Trustee and may perform all acts necessary for the transfer and acquisition of personal property and money, including the signing or endorsement of checks, receipts, stock certificates and other instruments and no person need inquire into the propriety of any such act. The Individual Trustee may at any time, and from time to time, by a written notice to the Corporate Trustee, relieve himself of the trusteeship for a specified period of time, or until he shall have given the Corporate Trustee a written notice to the contrary. Where a corporate fiduciary is serving, it shall be the exclusive custodian of assets and records.
- S. <u>Continued Powers</u>. Notwithstanding termination of the trust, or any portion thereof, the Trustee shall have and retain thereafter all requisite power and authority to take every step, and do all acts and things deemed necessary, requisite or appropriate, effectually to vest title to the corpus and income in the respective beneficiaries entitled thereto.
- T. Breach of Trust. No Trustee shall be liable for the acts, omissions or defaults of any agent appointed with due care. No Trustee shall be liable for failure to contest the accounts of any Trustee, or otherwise to compel any trustee to redress a breach of trust, unless in writing requested so to contest or compel redress by a beneficiary or a guardian ad litem thereof.
- U. <u>Fiduciary Powers</u>. All powers given herein to the Trustee are given as fiduciary powers, to be exercised for the benefit of the beneficiaries and not otherwise.



- V. <u>Trustee</u>. The Trustee shall be paid reasonable compensation for its services rendered and responsibilities assumed by it, and all Trustees shall be entitled to reimbursement for expenses.
- W. <u>Power to Receive Additional Property</u>. To receive additional property from any person, by Will or otherwise, as a part of any trust created herein.

### ARTICLE XVIII.

### **Insurance Policies**

The Trustor reserves to herself, during her life, without the consent, approval or joinder of the Trustee or any beneficiaries hereunder, the right to exercise, from time to time, any and all options, elections, rights and privileges which may be available to her under the terms of the life insurance policies, including, but without being limited to, the right to borrow any sum in accordance with the provisions of any of said policies and to borrow money from any bank or other lender individually using said policies as collateral, and to hypothecate or assign said policies, or any of them, to secure any loan that may be made. It is the intention of the Trustor that the trusts created herein shall be operative only in respect of the proceeds of such of the policies as according to their provisions may be due and payable to the Trustor or thereafter, after deduction of all charges against the policies by way of advances, loans, premiums and other liens against the policies.

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IN WITNESS WHEREOF, the Trustor and the Trustee have hereunto signed their names and affixed their seals on the day and year first above written.

TRUSTOR:

Pearl Moswin

TRUSTEE:

Pearl Moswin

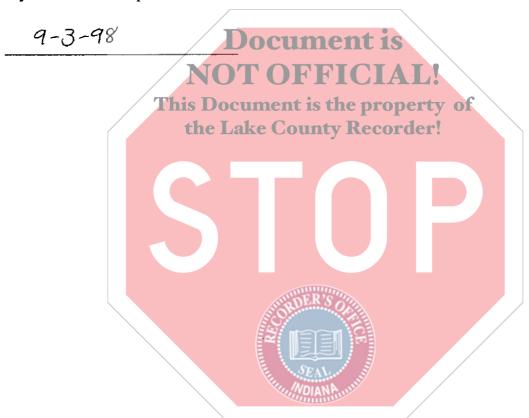


STATE OF INDIANA	)
	) SS
COUNTY OF LAKE	)

I, Diana M. Rusia, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT **Pearl Moswin**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Trustor, appeared before me this day in person and acknowledged that she signed and delivered the said instrument, a Trust Agreement dated October 6, 1994, as her free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:



Prescribed by the State Board of Accounts (2005)

### Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do herby affirm under the penalties of perjury: 10 property of

- 1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
- 2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

Chris Burk Signature of Declarant

Printed Name of Declarant

Verified for Recording by Ticor Title Insurance Company