

BT 704064

SUCCESSOR TRUSTEE'S CERTIFICATION

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2007 JUN -4 AM 9:33
MICHAEL A. BROWN
RECORDER

Laura M. Czechanski, being first duly sworn upon oath, states and certifies that:

1. Affiant is the duly appointed and acting Successor Trustee to Trust No. LTJJS-101, dated October 6, 2004, as set out in the Trust;
2. The original Trustee, Joseph J. Stahura, died on October 8, 2006.
3. The Trust No. LTJJS-101 is in existence and is in full force and effect;
4. There have been no further amendments made to the Trust since its creation;
5. As of the date hereof, Affiant has not received any written notices or directions of any further amendments, rescission or revocation of the Trust;
6. Attached hereto are true and correct copies of pages of the Trust No. LTJJS-101, showing powers granted to the Trustees.
7. This Certification is made for the purpose of showing the current status of the Trust No. LTJJS-101, dated October 6, 2004, and Affiant has the right to act and is acting as Successor Trustee, for and on behalf of the Trust.

IN WITNESS WHEREOF, I have executed this Certification on February 7, 2006.

Document is the property of
NOT OFFICIAL!
the Lake County Recorder

Laura M. Czechanski
Laura M. Czechanski, Successor Trustee

CHICAGO TITLE INSURANCE COMPANY
2007 044998

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on May 21st, 2007, personally appeared Laura . Czechanski, Successor Trustee, who acknowledged the execution of the foregoing instrument as his free and voluntary act.

Given under my hand and notarial seal on May 21st, 2007.

Elizabeth V Federoff
Notary Public

FILED

JUN - 1 2007

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

"OFFICIAL SEAL"
Elizabeth V Federoff
Notary Public, State of Indiana
Resident of Porter County
My Commission Expires October 24, 2007

20 CT 20

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law Vaun Federoff

007243

ADDENDUM

Beneficiaries Rights:

The interest of every Beneficiary and of any person who becomes entitled to any interest under this Trust shall consist only of the:

- (1) power to direct the Trustee to deal with title to the Real Estate;
- (2) power to manage, possess, use and control the Real Estate; and
- (3) right to receive the earnings and proceeds from leases, mortgages, sales and other uses and/or dispositions of the Real Estate.

These rights and powers are personal property, as provided in I.C. 30-4-2-14, as amended from time to time hereafter, and may be assigned as such. On the death of any Beneficiary, his interest, except as provided to the contrary in this Agreement, shall pass to his Personal Representative and not to his heirs at law. No Beneficiary at any time shall have any right, title or interest in or to any portion of the legal or equitable title to the Real Estate. The death of any Beneficiary shall not terminate the trust or affect the rights or powers of the Trustee or of the Beneficiaries, except as provided by law.

Amendment:

Any Beneficiary who has a vested interest in this Trust, has the right, at any time or times, to revoke, alter or amend the provisions of this Agreement relative to the person, or persons, who at that time is entitled to the ownership and enjoyment of that Beneficiary's interest hereunder. The amendment must be in writing, delivered to and accepted by the Trustee to be effective.

Assignment:

No assignment of any beneficial interest is binding on the Trustee until an originally executed assignment, in a form satisfactory to the Trustee, is delivered to and accepted by the Trustee in writing. Every assignment of any beneficial interest, shall be ineffective as to all subsequent assignees or purchasers without notice, if it has not been delivered to and accepted by the Trustee, as provided above.

Trustee:

The Trustee has no obligation to file any income, profit or other tax reports or returns or pay them or any other taxes. The Beneficiaries shall file all these returns and reports, and shall pay the general real estate and all other taxes or charges payable with respect to the Real Estate and to the earnings and proceeds of the Real Estate or as determined based on their interests under this Agreement.

If the Trustee on account of this Trust, or the Real Estate:

1. makes any advances or incurs any expenses;
2. incurs any expenses due to being made a party to any litigation;
3. is compelled to pay money whether for breach of contract, injury to person or property, fines or penalties under any law, or otherwise;

the Beneficiaries, jointly and severally, on demand, shall pay to the Trustee, with interest at the highest rate per annum, permitted by law, the amount of all such expenses, advances or payments made by the Trustee, plus all its expenses, including attorneys' fees. The Trustee is not obligated to convey, transfer or otherwise deal

J. J. S

Date: 10-6-2004

with the Real Estate, or any part of it, until all of the payments, advances and expenses made or incurred by it have been paid in full, with interest.

The Trustee is not obligated to pay any money for this trust, or the Real Estate, or to prosecute or defend any legal proceeding involving this Trust, or the Real Estate unless it elects to do so, and is furnished with sufficient funds or is indemnified to its satisfaction. If the Trustee is served with process or notice of legal proceedings or of any other matter concerning the Trust, or the Real Estate, the sole duty of the Trustee shall be to forward the process or notice to the Beneficiaries. The latest address appearing in the records of the Trustee shall be used for all mailings.

Successor Trustee:

The Trustee may resign at any time by sending a notice of its intention to each of the then Beneficiaries, at their last address appearing in the records of the Trustee. The resignation shall become effective twenty days after this mailing, which shall be done by certified or registered mail. When the resignation becomes effective, or on the failure of a Trustee to serve for any reason, the successor Trustee designated in this Agreement shall serve in the order in which their names appear. If no successor Trustee has been designated, a successor may be appointed in writing by the persons who hold the Power then to direct the Trustee in the disposition of the Real Estate, and the Trustee shall then convey or transfer the Real Estate to the successor. If no successor is named within twenty days after the mailing of the notices by the Trustee, the Trustee may convey or transfer the Real Estate to the Beneficiaries in accordance with their interests hereunder. The conveyance may be recorded by the Trustee, and the recording shall constitute delivery of the conveyance or transfer to the Beneficiaries. The Trustee, at its option, may file a complaint for appropriate relief in any court of competent jurisdiction.

Every successor Trustee shall become fully vested with all the title, estate, rights, powers, Trusts, and shall be subject to the duties and obligations of its predecessor.

Trustee's Duties:

The Trustee will (subject to its rights as described above) prepare, execute and deliver deeds for, convey title to the Real Estate, or otherwise deal with the Trust estate, only when authorized to do so in writing by the then holders of the Power of Direction. The Beneficiaries by written instrument, executed by all of them, and delivered to the Trustee may revoke the foregoing Power of Direction and designate the person thereafter to exercise the Power. The Trustee shall not be required to:

1. enter into any personal obligation or liability dealing with the Real Estate;
2. make itself liable for any damages, costs, expenses, fines or penalties;
3. or deal with the Trust in any way;

so long as any money is due it hereunder. Otherwise, the Trustee shall not be required to inquire into the propriety of any written direction it receives.

The Trustee will deal with the Trust property, including cash or other assets of any kind which may have become subject to the Trust, only when authorized to do so in writing by the then holders of the Power of Direction.

Notwithstanding the limitations upon its powers and duties, the Trustee shall have and shall exercise with reasonable care the following powers and duties:

- (1) hold title to the Trust property until properly required to convey it or until divested of title;

J.T.S

Date: 10-6-2004

(2) receive, inspect, analyze and properly act upon all directives, communications and instruments from Beneficiaries, their agents and attorneys, and others;

(3) receive, analyze and properly forward or give notice of notices, petitions, hearings, subpoenas, summonses, tax and special assessment matters and other legal matters affecting the Trust property;

(4) comply with the provisions of law governing express Trusts;

(5) receive, inspect, analyze, execute and transmit all deeds, mortgages, notes, options, easements, leases and other instruments relating to or affecting the Trust property upon receiving proper directives or orders and communicate relative thereto with whom and in the manner as the Trustee deems necessary;

(6) keep proper records relative to its Trusteeship, and furnish copies thereof as required by law.

The Trustee shall not be required to execute any instrument containing covenants of warranty.

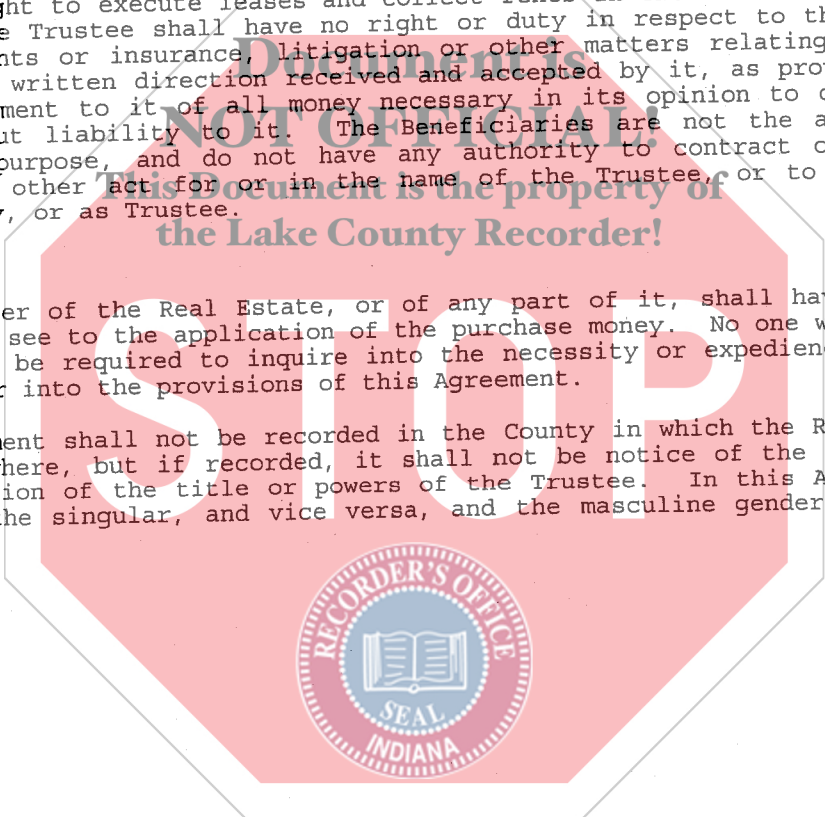
Beneficiaries:

The Beneficiaries shall have the sole possession, management and control of the selling, renting, repairing, maintaining and handling of the Real Estate. The Trustee shall have no rights nor duties in respect to any of these matters. The Beneficiaries shall have the right to execute leases and collect rents in their own name or through their agents. The Trustee shall have no right or duty in respect to the payment of taxes or assessments or insurance, litigation or other matters relating to the Real Estate, except on written direction received and accepted by it, as provided herein, and after the payment to it of all money necessary in its opinion to carry out the directions, without liability to it. The Beneficiaries are not the agents of the Trustee for any purpose, and do not have any authority to contract or to execute leases or do any other act for or in the name of the Trustee, or to obligate the Trustee personally, or as Trustee.

Miscellaneous:

The purchaser of the Real Estate, or of any part of it, shall have no duty or responsibility to see to the application of the purchase money. No one who deals with the Trustee shall be required to inquire into the necessity or expediency of any act of the Trustee, or into the provisions of this Agreement.

This Agreement shall not be recorded in the County in which the Real Estate is located, or elsewhere, but if recorded, it shall not be notice of the rights of any person in derogation of the title or powers of the Trustee. In this Agreement, the plural includes the singular, and vice versa, and the masculine gender includes the feminine.



J.J.S.

Date: 10-6-2004

Lot 8 in August Scholz Addition to Whiting as per plat thereof
recorded in Plat Book 3 Page 16 in the Office of the Recorder
of Lake County, Indiana

