

25

2011 027356

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 MAY 17 AM 9:48

TAX KEY NO: #45-03-31-101-002.000-023
#45-03-31-101-003.000-023
#45-03-31-101-004.000-023

620110696 CM

MICHELLE M. ADDRESS OF REAL ESTATE:

RECORDER 4901 Calumet Avenue
Hammond, IN 46327

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

SS

AFFIDAVIT OF HEIRSHIP

KATHLEEN NATZKE, of full legal age, being first duly sworn upon her oath, states as follows:

CHIGAGO TITLE INSURANCE COMPANY

1. That she resides at 9595 East Thunderbird, apt 2063, Scottsdale, AZ 85260.

2. That she makes this Affidavit for the purpose of establishing the legal ownership of certain property located at 4901 Calumet Avenue, Hammond, Indiana, with the following legal description:

Parcel 1 Tax Key #45-03-31-101-003.000-023 & 45-03-31-101-004.000-023
Lot 76 and 77, Stafford and Trankle's Fifth Addition to Hammond, in the City of Hammond, as shown in Plat Book 5, page 37, in Lake County, Indiana.

Parcel 2 Tax Key #45-03-31-101-002.000-023
Lot 78 in Stafford and Trankle's Fifth Addition to Hammond, as per plat thereof, recorded in Plat Book 5, page 37, in the Office of the Recorder of Lake County, Indiana.

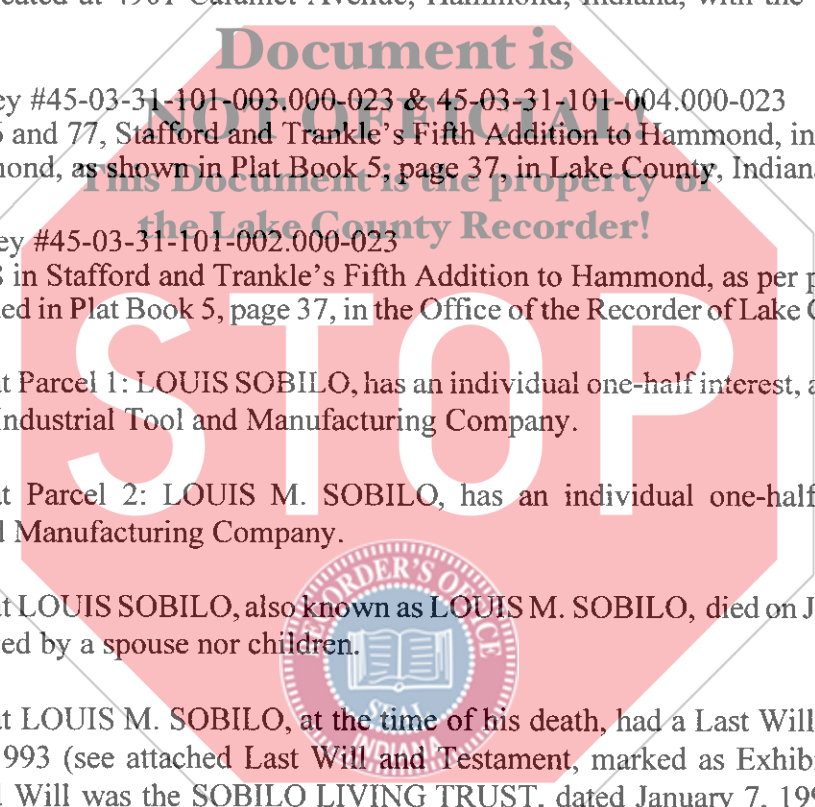
3. That Parcel 1: LOUIS SOBILO, has an individual one-half interest, a co-partnership doing business as Industrial Tool and Manufacturing Company.

4. That Parcel 2: LOUIS M. SOBILO, has an individual one-half interest, d/b/a Industrial Tool and Manufacturing Company.

5. That LOUIS SOBILO, also known as LOUIS M. SOBILO, died on January 11, 1993 and was not survived by a spouse nor children.

6. That LOUIS M. SOBILO, at the time of his death, had a Last Will and Testament dated January 7, 1993 (see attached Last Will and Testament, marked as Exhibit "A") and the beneficiary of said Will was the SOBILO LIVING TRUST, dated January 7, 1993 (see copy of Sobilo Living Trust marked as Exhibit "B").

7. That your Affiant herein is the Executrix of the Last Will and Testament of LOUIS M. SOBILO and she is also the Successor Trustee of the Sobilo Living Trust dated January 7, 1993.



FILED

MAY 16 2011

60.00
11/20/2011
CT
L2

052772

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

8. That both Parcels mentioned herein, Parcels 1 and 2 were not listed in the Trust of LOUIS M. SOBILO dated January 7, 1993.

9. That an Estate was opened up on behalf of LOUIS SOBILO in the Lake Circuit Court under Cause No. 45C01-9301-ES-023.

10. That both Parcels mentioned herein, Parcels 1 and 2 were neither transferred pursuant to the Sobilo Trust nor were they probated in the Estate of Louis M. Sobilo under Cause No. 45C01-9301-ES-023.

11. That after various specific distributions as mentioned in the Trust of Louis M. Sobilo, dated January 7, 1993, the balance and remainder of the Trust property was to be distributed to Louis M. Sobilo's niece, KATHLEEN NATZKE, pursuant to Section 4. B. (4) of said Trust.

12. That the only heirs surviving LOUIS M. SOBILO were his brother, STANLEY SOBILO, SR. and his sister, HELEN MARCINIAK, but pursuant to Section 4. C. of the Sobilo Living Trust, dated January 7, 1993, his brother and sister were disinherited.

13. That the Affiant herein is making the herein Affidavit for the purpose of inducing the Auditor of Lake County, Indiana, to transfer the one-half (1/2) ownership of the above-mentioned Parcels owned by LOUIS SOBILIO, a/k/a LOUIS M. SOBILO to KATHLEEN NATZKE and to induce CHICAGO TITLE INSURANCE COMPANY to provide title insurance for the above described Parcels.

FURTHER AFFIANT SAYETH NOT

Kathleen S. Natzke
KATHLEEN NATZKE

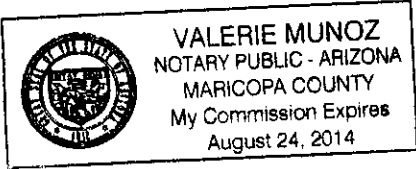
STATE OF ARIZONA)
)SS
COUNTY OF maricopa)

I, a Notary Public in and for said County and State, do hereby certify that KATHLEEN NATZKE, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/ she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal on April 14, 2011.

My Commission Expires:
August 24, 2014

Valerie Muñoz
Valerie Muñoz, Notary Public
(Printed Signature)
Resident of Arizona County, maricopa



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. Cheryl J. Hayden
Cheryl J. Hayden

This Document was prepared by: Wendell W. Goad II
Attorney-at Law, 100 East 90th Dr, Merrillville, IN 46410

Filed in Open Court Will and Testament

JAN 26 1993

of

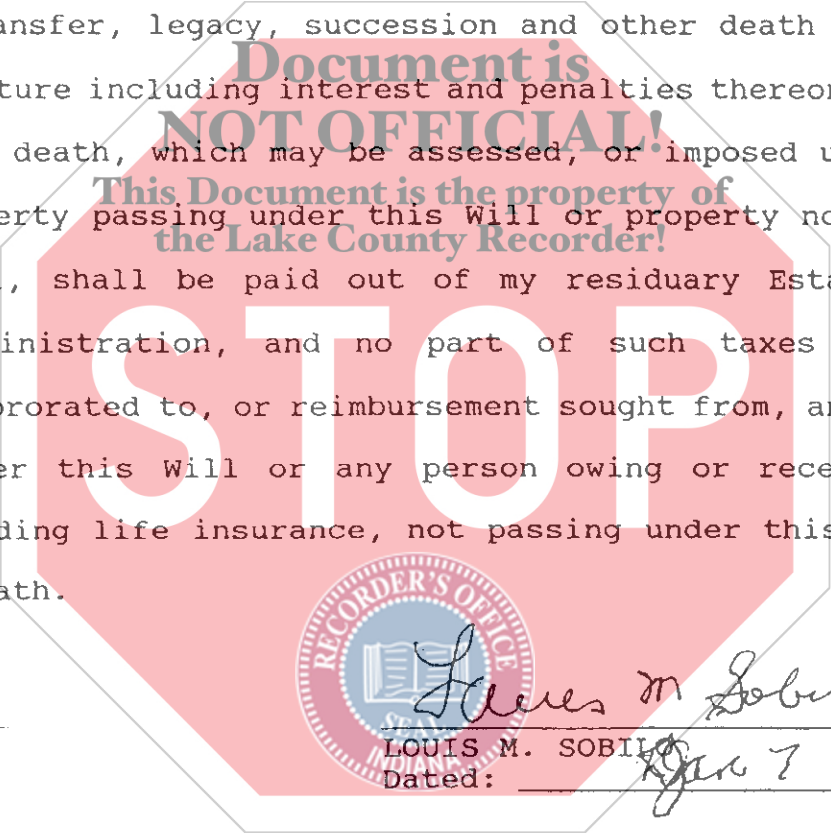
[Signature]
REC. LAKE COUNTY RECORDER

LOUIS M. SOBILO

I, LOUIS M. SOBILO, of Hammond, Indiana, being of sound mind and memory, do hereby revoke all of my former Wills and Codicils and do hereby make and declare this instrument to be my Last Will.

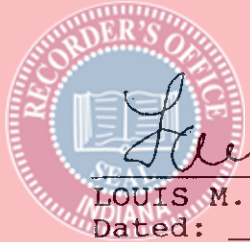
ITEM ONE

I direct that the Personal Representative of my Estate shall pay all my just debts, expenses of last illness, funeral expenses, costs of administration, including ancillary administration, if necessary, costs of safeguarding and delivering bequests, and other proper and lawful charges against my Estate. I further direct that all estate, inheritance, transfer, legacy, succession and other death taxes and duties of any nature including interest and penalties thereon, payable by reason of my death, which may be assessed, or imposed upon, with respect to property passing under this Will or property not passing under this Will, shall be paid out of my residuary Estate as an expense of administration, and no part of such taxes shall be apportioned or prorated to, or reimbursement sought from, any legatee or devisee under this Will or any person owing or receiving any property, including life insurance, not passing under this Will, by reason of my death.



[Handwritten initials]

[Handwritten initials]



[Signature]
LOUIS M. SOBILO
Dated: Jan 7 1993

Bindertek #CLEX
EXHIBIT A

ITEM TWO

I hereby give, devise and bequeath all of my Estate, of whatever nature or kind, to the then Trustee under the Sobilo Living Trust, dated January 7, 1993, which I signed with LOUIS M. SOBILO, as Trustee, to be added to the Trust Property and held and distributed in accordance with the terms of that Agreement and any amendments made pursuant to its terms before my death. If that Agreement is completely revoked before my death, this gift shall be of no effect.

ITEM THREE

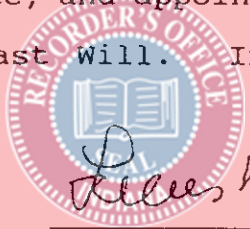
If for any reason, the Trust created and entered into with LOUIS M. SOBILO, as Trustee, and referred to in Item Two of this my last Will, is not in existence at the time of my death, then and in such event, I hereby give, devise and bequeath, all of my Estate, of whatever nature or kind, to be disposed of under the terms of my Revocable Living Trust as if it were in full force and effect on the date of my death, and the terms and conditions thereof are incorporated herein by reference, as though fully set forth herein, and as though the same were in full force and effect on the date of my death.

ITEM FOUR

I hereby nominate, constitute, and appoint my Niece, KATHLEEN S. NATZKE, Executrix of this my last Will. In the event my Niece,

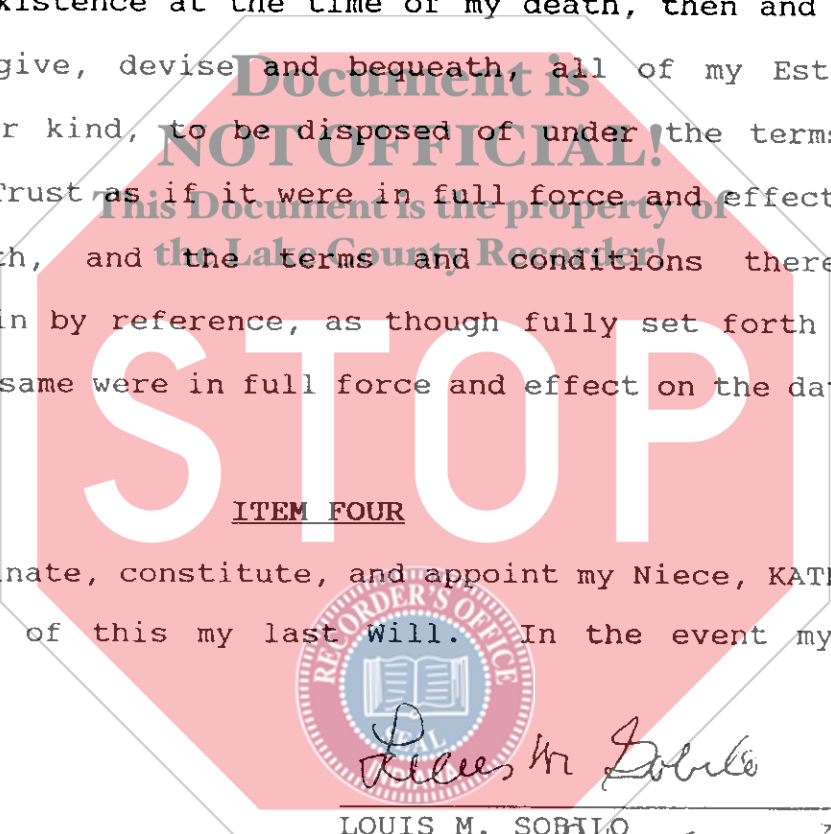
[Handwritten signature]

[Handwritten signature]



[Handwritten signature: Louis M. Sobilo]

LOUIS M. SOBILO
Dated: Jan 7 1993



KATHLEEN S. NATZKE, is incapable of or refuses to serve in such capacity for any reason, then, and in such event, I hereby nominate, constitute and appoint my Niece, ROXANNE KAMINSKI, as Executrix of this my last Will. In the event my Niece, KATHLEEN S. NATZKE, and my Niece, ROXANNE KAMINSKI, are incapable of or refuse to serve in such capacity for any reason, then, and in such event, I hereby nominate, constitute and appoint my Nephew, STANLEY SOBILO, JR., as Executor of this my last Will.

I request that the persons named herein be permitted to serve in such capacity without the necessity of posting any bond if possible. In the event that this is not possible, then it is my wish and desire that such bond be fixed at the lowest amount possible under the practice of the Court having jurisdiction over my Estate.

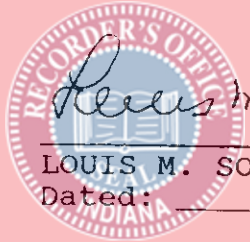
ITEM FIVE

The Personal Representative of my Estate shall have the following powers, and any others that may be granted by law, with respect to the administration of my Estate, to be exercised as the Personal Representative of my Estate determines in her sole discretion to be in the best interests of my Estate, without the necessity for Court approval:

- (a) To retain any property or undivided interests in the property received from any source, including residential property, regardless of any lack of diversification, risk, or non-productivity;

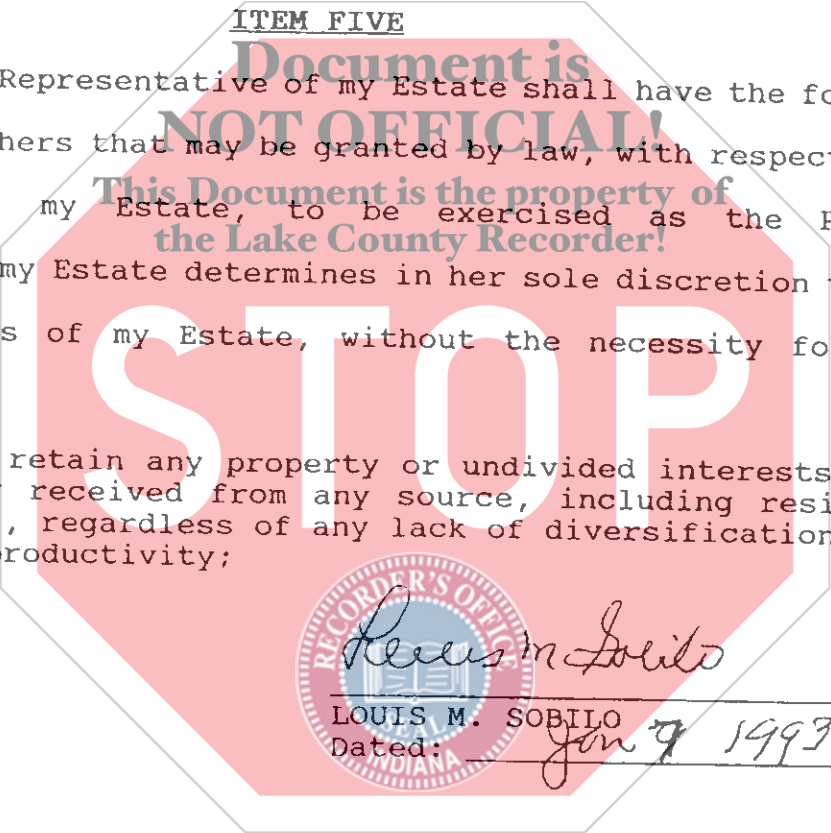
[Handwritten signature]

[Handwritten signature]



Louis M. Sobilo

LOUIS M. SOBILO
Dated: *Jan 9 1993*



(b) To invest and reinvest the estate in bonds, notes, stocks or corporations, regardless of class, real estate or any interest in real estate, and interests in trusts, including common trust funds, or in any other property or undivided interests in property, wherever located, without being limited by any statute or rule of law concerning investments by Personal Representatives;

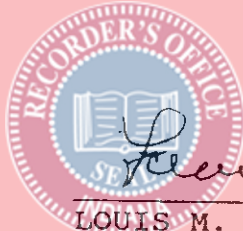
(c) To sell any estate property, for cash or on credit, at public or private sales; to exchange any estate property for other property; to grant options to purchase or acquire any estate property; and to determine the prices and terms of sales, exchanges, and options;

(d) To operate, maintain, repair, rehabilitate, alter, improve or remove any improvements on real estate; to make leases and subleases for terms of any length, even though the terms may extend beyond the termination of the estate; to subdivide real estate; to grant easements, give consents and make contracts relating to real estate or its use; to release or dedicate any interest in real estate;

(e) To borrow money for any purpose, either from the banking department of the Personal Representative, or from others, and to mortgage or pledge any estate property;

(f) To employ attorneys, auditors, depositaries and agents, with or without discretionary powers; to exercise in person or by proxy all voting and other rights with respect to stocks or other securities, and to keep any property in bearer form;

(g) To take any action with respect to conserving or realizing upon the value of any estate property, and with respect to foreclosures, reorganizations or other changes affecting the estate property; to collect, pay, contest, compromise or abandon demands of or against the 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 estate, and containing provisions excluding personal liability;



Louis M. Sobilo
LOUIS M. SOBILLO

Dated: Jan 7 1993

(h) To enter into any transaction authorized by this Item with trustees, executors or administrators of other trusts or estates in which any heir of my estate has any interest; and in any such transaction to purchase property, or to make loans on notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the estate, and to retain any such property or note with the same freedom as if it had been an original part of the estate;

(i) To make any distribution or division of the estate property in cash or in kind or both, so long as not inconsistent with the terms hereof;

(j) To allocate different kinds of disproportionate shares of property or undivided interests in property among the heirs, and to determine the value of any such property.

ITEM SIX

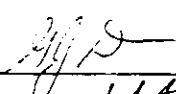
Throughout this Will, the masculine gender shall be deemed to include the feminine and/or the neuter, the singular, the plural, and vice versa, wherever required by context.

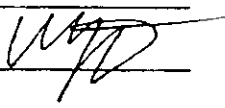
IN WITNESS WHEREOF, I, LOUIS M. SOBILO, have subscribed my name to this my last Will, consisting of five (5) pages and the Acknowledgment attached hereafter upon each of which I have subscribed my name this 7th day of January, 1993.

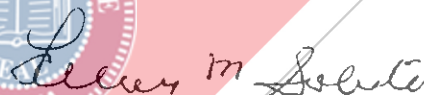


LOUIS M. SOBILO

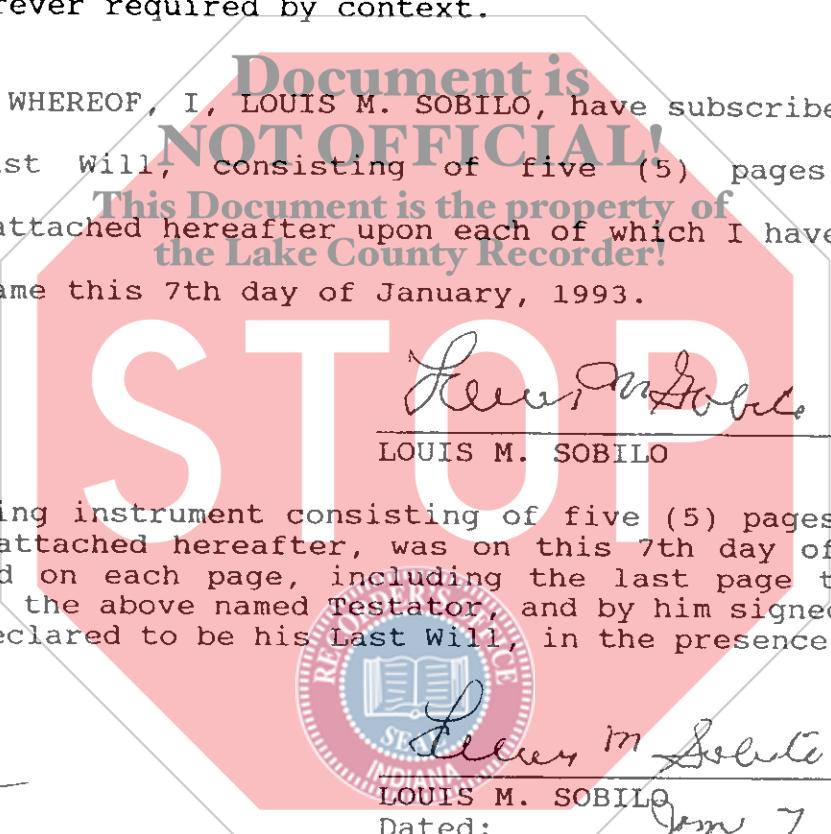
The foregoing instrument consisting of five (5) pages, and the Acknowledgment attached hereafter, was on this 7th day of January, 1993, subscribed on each page, including the last page thereof by LOUIS M. SOBILO, the above named Testator, and by him signed, sealed, published and declared to be his Last Will, in the presence of us and







LOUIS M. SOBILO
Dated: Jan 7 1993



of us, who thereupon, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto, this 7th day of January, 1993.

George A. Aeno

Residing at:

215 Maple Street

Crown Point, IN 46307

Wendell W. Howard

Residing at:

442 S. Main St

Crown Point, IN 46307

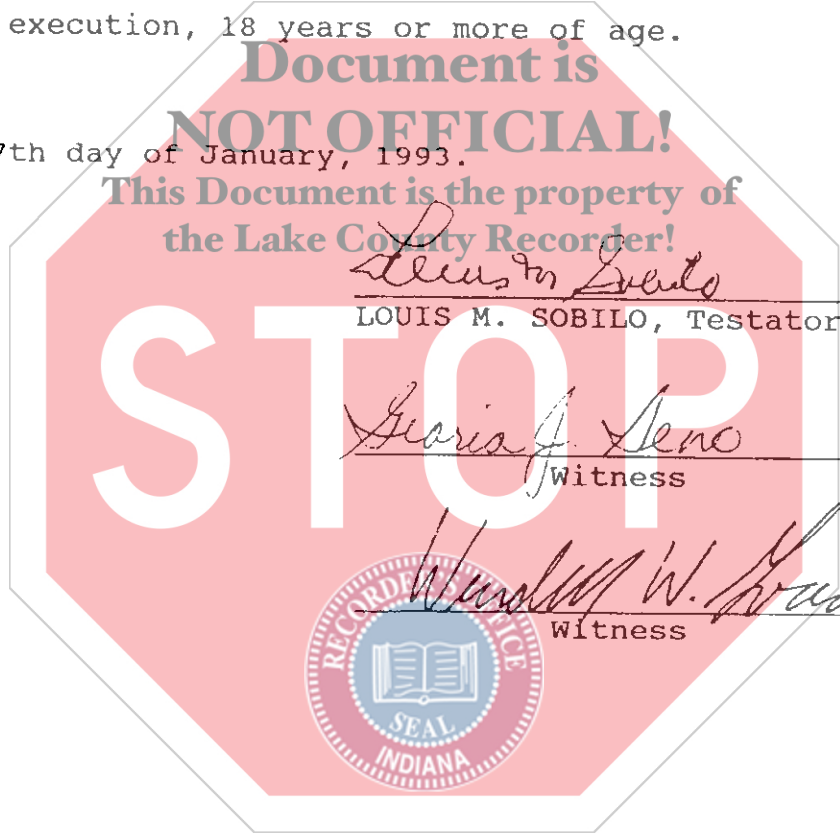


ACKNOWLEDGMENT

Under penalties for perjury, we, LOUIS M. SOBILO, GLORIA J. DENO, and JOHN M. O'DROBINAK, the Testator and the Witnesses, respectively, whose names are signed to the foregoing instrument, declare:

- (1) That the Testator executed this instrument as his Will;
- (2) That he executed the same in the presence of both Witnesses;
- (3) That he executed said Will as his free and voluntary act for the purpose expressed therein;
- (4) That each of said Witnesses, in the presence of the Testator and of each other, signed the Will as Witnesses;
- (5) That the Testator was of sound mind; and
- (6) That to the best of their knowledge, the Testator was, at the time of said execution, 18 years or more of age.

DATED this 7th day of January, 1993.



Louis M. Sobilo

LOUIS M. SOBILO, Testator

Gloria J. Deno

Witness

Ward M. W. ...

Witness

RECORDED
OFFICE
SEAL
INDIANA

SOBILO LIVING TRUST

TRUST AGREEMENT made this 7th day of January, 1993, and known as the Sobilo Living Trust, by and between LOUIS M. SOBILO, presently residing in Hammond, Lake County, Indiana, "Settlor", and LOUIS M. SOBILO, "Trustee".

1. Trust Estate. Settlor does hereby transfer, assign, convey and quit-claim to the Trustee, and to the successors in trust, all property of Settlor permitted to be held in trust, wherever situated, whether personal or real, tangible or intangible, to have and to hold such property and any other property of any kind which the Trustee may at any time hereafter hold or acquire pursuant to any of the provisions hereof (all of which property is hereinafter collectively referred to as the "Trust Estate"), subject to the trusts, purposes, and conditions hereinafter set forth.

2. Life Income to Settlor. During the lifetime of Settlor, the Trustee shall pay the entire net income from the Trust Estate in convenient installments, not less frequently than quarterly, to the Settlor, or otherwise as Settlor may from time to time direct in writing. The Trustee shall also pay to Settlor part or all of the principal of the Trust Estate as Settlor requests in writing from time to time. If at any time, or times, Settlor is under a legal disability or incapacity, or by reason of illness or mental or physical incapacity is unable properly to manage Settlor's affairs, the Trustee shall use such of the net income and principal of the Trust Estate as the Trustee deems necessary or advisable, in such manner as the Trustee deems best, for the care, support, and

Bindetek #CLEX

Exhibit B

comfort of the Settlor, for the payment of any premiums on insurance on Settlor's life, or for any other purpose the Trustee deems to be for the best interests of Settlor. Other than for the legal incapacity of the Settlor, which shall be determined by a Court having jurisdiction over Settlor, the determination as to Settlor's inability to manage Settlor's affairs at any time shall be made by Settlor's Niece, KATHLEEN S. NATZKE, and Settlor's physician, or the survivor of them, and the Trustee may rely upon written notice of that determination.

In order to carry out the purposes of this Trust for the benefit of Settlor, or any beneficiary, all hereafter called "Beneficiary", and determining whether the Beneficiary qualifies for any benefits hereunder, the Trustee shall consider all funds available to the Beneficiary from all other sources, private or public, that may be used to pay for the health, welfare, education and comfort expenses of the Beneficiary. These sources shall include, but not be limited to, federal, state, county, local, charitable or private financial assistance or aid programs, of any nature or kind, for which the Beneficiary may be eligible. It is the intention that the funds provided for in this Trust shall be supplemental in nature and not the sole source of payment of such expenses. If the Trustee solely determines that the Beneficiary is able to or qualifies to obtain funds from such other sources, then the Trustee shall not utilize any of the Trust assets for such purposes. If the Trustee solely determines that the Beneficiary is unable to or fails to qualify, through no fault of the Beneficiary, to obtain funds from such other sources, then the

Trustee may utilize the Trust assets for such purposes. Any decision made hereunder by the Trustee shall be binding upon all of the beneficiaries of this Trust.

3. Tax Provision. If, upon the death of the Settlor, any inheritance, estate, transfer, or succession taxes are assessed against or by reason of the assets of this Trust or the interest of any beneficiaries thereof, the Trustee may pay such taxes, including any interest and penalties thereon, out of the principal of the Trust Estate as set forth hereafter, or make provision for such payment, without charging them against the interest of the several beneficiaries. If any such tax is assessed in part by reason of this Trust Estate and in part by reason of other property, the Trustee may pay that proportion of the total tax which the assets of this Trust bear to the total taxes, taking into consideration deductions, exemptions, and other factors which it deems pertinent, and the judgment of the Trustee as to what is fair and reasonable apportionment shall be conclusive upon all parties interested in this Trust Estate. In addition, the Trustee may pay from the principal of the Trust Estate such amounts as the Trustee solely determines or as Settlor's Personal Representatives may request in writing for purposes of paying any part or all of Settlor's funeral expenses, claims allowable against Settlor's Estate, and costs of administration, including ancillary administration. The Trustee may make payment directly or to the legal representative of Settlor's Estates, as the Trustee deems advisable. The Settlor hereby waives all rights of reimbursement for any payments made pursuant to this Section. In making payments

required under this Section, the Trustee may use proceeds of insurance on Settlor's life only to the extent other assets are not available.

4. Other Dispositive Provisions. Upon the death of the Settlor, the Trustee shall hold the Trust and the principal thereof and the income therefrom, and such shall be held and distributed as follows:

A. To assume and pay any debts, taxes, claims, expenses and fees which are proper charges against Settlor's Estate that have not been satisfied by Settlor's Personal Representative, as the Trustee may choose.

B. Upon the death of Settlor, after satisfying the obligations of Paragraph 4A, the remainder of the Trust shall be distributed as follows:

1. The Trustee shall distribute the sums listed below to the various organizations and individuals:

a) Forty Thousand (\$40,000.00) Dollars to Industrial Tool and Manufacturing Co., Inc.;

b) Ten Thousand (\$10,000.00) Dollars to each of the following:

- 1) Thomas Lewandowski, per stirpes;
- 2) Michael Lewandowski, per stirpes; and
- 3) St. Casimir Church in Hammond, Indiana, to be used for general religious purposes;

c) Five Thousand (\$5,000.00) Dollars to each of the following:

- 1) St. Casimir School in Hammond, Indiana, to be used for general educational purposes;
- 2) Stanley Sobilo, Jr.;
- 3) Roxanne Kaminski, per stirpes; and
- 4) Walter Sobilo, and if deceased, to his Wife;

d) Two Thousand Five Hundred (\$2,500.00) Dollars to each of the following:

- 1) Bishop Noll Hockey, to be used for general equipment purposes;
- 2) Lillian Grimler, per stirpes;
- 3) Esther Babusiak, per stirpes;
- 4) Valerie Krajewski, per stirpes; and
- 5) Michalene Rink, per stirpes;

e) Two Thousand (\$2,000.00) Dollars to Julie Lewandowski, per stirpes;

f) One Thousand Five Hundred (\$1,500.00) Dollars to Carmelite Monastery in Munster, Indiana, to repair station dedicated to Nicholas Sobilo;

g) One Thousand (\$1,000.00) Dollars to each of the following:

- 1) American Legion Post 369;
- 2) Loretta Pietranczyk;
- 3) Lenny Grzyh, per stirpes; and
- 4) Don Donaldson, per stirpes.

2. All stock in Industrial Tool and Manufacturing Co., Inc., shall be distributed to Stanley Sobilo, Jr.

3. The 1988 Cadillac shall be transferred to Michael Lewandowski.

4. The Trustee shall distribute the balance of the Trust, other than for certain items of personal property which are to be distributed in accordance with specific written instruction provided to the Trustee, to Settlor's Niece, KATHLEEN NATZKE, per stirpes.

5. In making the distributions provided for herein, the Trustee shall distribute Settlor's jewelry, clothing, household furniture, furnishings and fixtures, chinaware, silver, photographs, works of art, books, automobiles, and all other tangible articles of household or personal use in accordance with any written, signed and dated memorandum left by Settlor directing the distribution of such property.

Any memorandum written, dated and signed by Settlor disposing of Settlor's tangible personal property shall be incorporated by reference into this Agreement.

Should Settlor leave multiple written memoranda which conflict as to the disposition of any item of tangible personal property, that memorandum which is last dated shall control as to those items which are in conflict.

All of the remaining personal property which is or become trust property and is not disposed of by memorandum shall be distributed under the terms of this Trust Agreement.

C. Settlor recognizes that he has other relatives and/or heirs that he has not provided for in this Trust. However, he specifically makes no provision for any such other relative, including his Brother, STANLEY SOBILO, SR., and his Sister, HELEN MARCINIAK, friend, or heir at law of Settlor, other than as specifically set forth under the terms of this Trust. It is Settlor's specific intention that only those individuals named in his Trust shall share in his Estate for reasons best known to Settlor.

5. Perpetuities. Notwithstanding anything herein contained to the contrary, no Trust created hereby shall continue for more than twenty-one (21) years after the death of the last survivor of the Settlor and the beneficiaries in being at Settlor's death, and if at the expiration of such period, any property is still held in Trust hereunder, such property shall immediately be distributed to and among the persons then receiving or entitled to have the benefit of the income therefrom in the same proportions in which they are receiving or entitled to have the benefit of such income.

6. Trustee's Powers. The Trustee shall hold, manage, care for and protect the Trust Estate and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by laws of the State in which the Trusts created hereunder are administered:

A. To retain any property (including stock of any Corporate Trustee hereunder or a parent or affiliate company) originally

constituting the Trust or subsequently added thereto, although not of a type, quality or diversification considered proper for trust investments;

B. To invest and reinvest the Trust Estate in bonds, stocks, mortgages, notes, bank deposits, options, futures contracts, limited partnership interests, shares of registered investment companies, or other property of any kind, real or personal, domestic or foreign, suitable for the investment of trust funds;

C. To cause any property, real or personal, belonging to the Trust to be held or registered in the Trustee's name or in the name of a nominee or in such other form as the Trustee deems best without disclosing the trust relationship;

D. To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the Trustee's possession of voting discretion would subject the issuing company or the Trustee to any law, rule or regulation adversely affecting either the company or the Trustee's ability to retain or vote company securities, shall be voted as directed by the beneficiaries then entitled to receive or have the benefit of the income from the Trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefore;

E. To lease Trust Property for any period of time though commencing in the future or extending beyond the term of the Trust;

F. To borrow money from any lender, extend or renew any existing indebtedness and mortgage or pledge any property in the Trust;

G. To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the Trust Estate and any reinvestments thereof, and to sell put and covered call options, from time to time for such price and upon such terms as the Trustee sees fit;

H. To employ agents, attorneys and proxies and to delegate to them such powers as the Trustee considers desirable;

I. To compromise, contest, prosecute or abandon claims in favor of or against the Trust;

J. To distribute income and principal in cash or in kind, or partly in each, to allocate or distribute receipts between principal and income, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes; to value the Trust Property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the Trustee pursuant to this Paragraph shall be subject to question by any beneficiary;

K. To deal with, purchase assets from, or make loans to, the fiduciary of any trust made by Settlor or any member of Settlor's family or a trust or estate in which any beneficiary under this Trust has an interest, though a Trustee hereunder is the fiduciary; to deal with a corporate Trustee hereunder individually or a parent

or affiliate company;

L. To establish out of income and credit to principal reasonable reserves for depletion, but reserves for depreciation shall not be established except to the extent that the Trustee determines that readily marketable assets in the principal of the Trust will be insufficient for any renovation, major repair, improvement or replacement of Trust Property which the Trustee deems advisable;

M. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election;

N. To take such action in collecting the proceeds of any life insurance payable to the Trustee (after deducting all charges by way of advances, loans or otherwise) as the Trustee deems best, paying the expense thereof from the Trust Estate, but the Trustee need not enter into litigation to enforce payment on a policy until indemnified to its satisfaction against all expenses and liabilities which might result therefrom; the insurance company shall not take notice of the provisions of this Trust or see to the application of the proceeds, and the Trustee's receipt to the insurance company shall be a complete release for any payment made; and

O. To perform other acts necessary or appropriate for the proper administration of the Trust, execute and deliver necessary instruments and give full receipts and discharges.

7. Additional Trustee's Powers. The following provisions shall apply to the Trust Estate and to each Trust created hereunder:

A. If income or discretionary amounts of principal become payable to a minor or to a person under legal incapacity or to a person not adjudicated incapacitated but who, by reason of illness or mental or physical incapacity, is in the opinion of the Trustee unable properly to manage his or her affairs, then that income or principal shall be paid or expended only in such of the following ways as the Trustee deems best: (1) to the beneficiary directly; (2) to the legally appointed guardian of the beneficiary; (3) to a custodian for the beneficiary under the Indiana Transfer to Minors Act; (4) by the Trustee directly for the benefit of the beneficiary; (5) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.

B. The interests of beneficiaries in principal or income shall be not subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.

The rights of beneficiaries to withdraw Trust Property are personal and may not be exercised by a legal representative, attorney in fact or others.

C. Income received after the last payment date and undistributed at the termination of any estate or interest shall, together with any accrued income, be paid by the Trustee as income to the persons entitled to the next successive interest in the

proportions in which they take that interest.

D. For convenience of administration and investment, the Trustee may hold the several Trusts as a common fund, dividing the income proportionately among them, assign undivided interests to the several Trusts, and make joint investment of the funds belonging to them. The Trustee may consolidate any separate Trust with any other Trust with similar provisions for the same beneficiary or beneficiaries.

E. The statement of the Trustee that it is acting according to this Section shall fully protect all persons dealing with the Trustee. The Trustee shall have no responsibility for any loss that may result from acting in accordance with this Section.

8. Accounting by Trustee. The Trustee shall render an account of receipts and disbursements and a statement of assets at least annually to each adult beneficiary then entitled to receive or have the benefit of the income from the Trust. In the event the Trustee so determines, the Trust may be docketed with any Court having jurisdiction over the Trusts created hereunder, for the purpose of seeking approval of the accountings required to be filed, or for such other purposes as the Trustee solely deem reasonable and necessary. The Trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the Trust. If a financial institution is serving as Trustee, it shall receive compensation for its services in accordance with its schedule of fees in effect from time to time; or if a financial institution is not serving, then a reasonable fee shall be permitted the Trustee that does not exceed the general average of

fees charged by financial institutions, from time to time, for similar services in the area of the situs of the Trust. The Trustee's regular compensation shall be charged half against income and half against principal, except that the Trustee shall have full discretion at any time or times to charge a larger portion or all against income.

9. Trustee's Power to Terminate. A Trustee may in his discretion terminate and distribute any Trust hereunder if the Trustee determines that the costs of continuance thereof will substantially impair accomplishment of the purposes of the Trust. The Trustee shall terminate and forthwith distribute any Trust created hereby, or by exercise of a power of appointment hereunder, and still held twenty-one (21) years after the death of Settlor and the beneficiaries in being at Settlor's death. Distribution under this Section shall be made to the persons then entitled to receive or have the benefit of the income from the Trust in the proportions in which they are entitled thereto, or if their interest are indefinite, then in equal shares.

10. Settlor's Powers. Notwithstanding anything herein contained to the contrary, the Trustee shall be subject to the following:

A. During the Settlor's lifetime, Settlor retains the following rights, as provided in Paragraph B of this Section. The exercise of any such right shall be by signed written instrument delivered to the Trustee:

(1) The right to direct the retention or sale of any securities or property which, at any time, is part of the

Trust Estate, and to direct the purchase of securities or property with any principal cash belonging to the Trust Estate. The Trustee shall have no responsibility for any loss that comes to the Trust Estate by reason of acting without question upon any such direction.

(2) The right to relinquish or delegate to any other person or to the Trustee, with the Trustee's consent, any or all of the rights and powers saved to Settlor.

(3) The right to alter, amend or supplement this Agreement, either in whole or in part, provided, however, that if it is altered, amended or supplemented, the duties, powers and responsibilities of the Trustee shall not be substantially changed without the then Trustee's consent.

(4) The right to revoke all or any part of this Agreement, or to withdraw all or any part of the Trust Estate. In case of revocation or withdrawal, the Trust Estate, either all or part as the case may be, shall be distributed to the Settlor, unless specifically directed to make other distribution.

(5) The right and power to remove the Trustee, with or without cause, and to appoint a Successor Trustee.

B. The rights reserved to Settlor under Paragraph A of this Section, may only be exercised by Settlor as follows:

(1) If Settlor is alive, under no legal incapacity, has not been determined to be unable to manage his affairs as provided for in Section 2 hereof, or has not relinquished the rights and powers reserved to him hereunder, by Settlor.

(2) If Settlor is dead, under legal incapacity, has been determined to be unable to manage his affairs as provided for in Section 2 hereof, or has relinquished the rights and powers reserved to him hereunder, by no one.

11. Resignation of Trustee. Any Trustee at any time acting hereunder may resign at any time by written notice to the Settlor, if living, otherwise to the adult beneficiary or beneficiaries then entitled to the income from the Trust Estate (or if none, to the parent, guardian or conservator of any income beneficiary of the Trust Estate who is incapacitated). In the event of the resignation, refusal or inability to act of any Trustee acting or appointed to act hereunder, except as otherwise provided for in Section 12 hereof, the Settlor, if living, otherwise such adult beneficiary or a majority in interest of such adult beneficiaries, as the case may be (or if none, such parent, guardian or conservator), may appoint a successor Trustee to administer the Trust Estate. The right to designate a successor Trustee shall apply only if the designated successor Trustee is unable to or refuses to serve in such capacity. Any successor Trustee shall be clothed and vested with all the duties, rights, titles and powers, whether discretionary or otherwise, as if originally named as Trustee. No successor Trustee shall be liable or responsible in any way for any acts or defaults of any predecessor Trustee, nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee, but the successor Trustee shall be liable only for his own acts and defaults in respect to property actually received by him as the Trustee; the

successor Trustee may accept the account rendered and the assets and property delivered to him, by the predecessor Trustee as a full and complete discharge to the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary under this Agreement by reason of so doing.

12. Successor Trustee. In the event that Settlor is unable to or refuses to act as Trustee, for any reason, then, and in such event, KATHLEEN S. NATZKE, shall serve as Successor Trustee. In the event that both Settlor and KATHLEEN S. NATZKE are unable to or refuse to act as Trustee, for any reason, then, and in such event, ROXANNE KAMINSKI, shall serve as Successor Trustee. In the event that Settlor, KATHLEEN S. NATZKE, and ROXANNE KAMINSKI are all unable to or refuse to act as Trustee, for any reason, then, and in such event, STANLEY SOBILO, JR., shall serve as Successor Trustee. The Successor Trustee shall have all of the duties, rights, titles and powers, whether discretionary or otherwise, as the Trustee has hereunder.

13. Additional Property. Settlor or any person shall have the right at any time and from time to time with the consent of the Trustee to transfer, assign, convey, devise and bequeath any additional securities or property to the Trustee to be held by it under this Agreement, and he or she may designate the portion of the Trust Estate to which such additional securities or property shall be added and become a part.

14. Gender. Throughout this Trust, the masculine gender shall be deemed to include the feminine and/or the neuter, the

singular the plural, and vice versa, wherever required by the context.

IN WITNESS WHEREOF, the Parties hereto have executed this Trust Agreement this 7th day of January, 1993.

SETTLOR

TRUSTEE

Louis M Sobilo

Louis M Sobilo

LOUIS M. SOBILO

LOUIS M. SOBILO

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

I, GLORIA J. DENO, a Notary Public in and for said County and State, do hereby certify that LOUIS M. SOBILO, Settlor and Trustee respectively herein, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of January, 1993.

My Commission Expires:
11-28-93

Gloria J Deno

Gloria J. Deno, Notary Public
Resident of Lake County, Indiana

