

POWER OF ATTORNEY

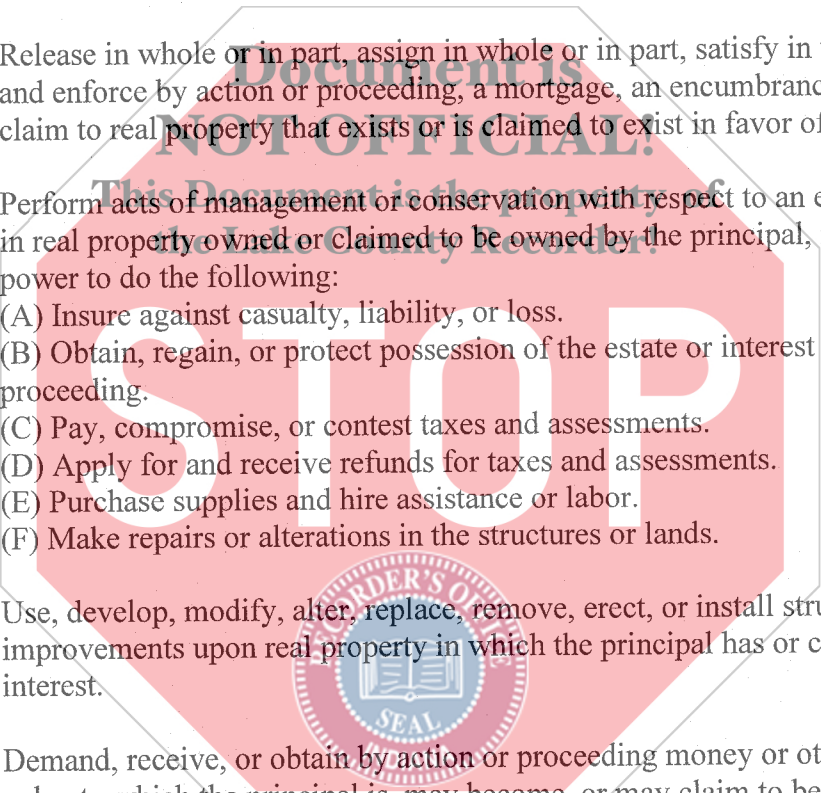
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I, GERALD DEAN DANCER, of Hammond, Indiana, do hereby make, constitute and appoint **EDDIE RAY DANCER**, of the County of Lake, State of Indiana, my true and lawful attorney-in-fact, for me and in my name, place and stead to do the following:

30-5-5-2 Real property transactions

- (1) Accept as a gift or as security for a loan, to reject, demand, buy, lease, receive, or otherwise acquire either ownership or possession of an estate or interest in real property.
- (2) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to partitioning, plat or consent to platting, lease, sublet, or otherwise dispose of an estate or interest in real property.
- (3) Release in whole or in part, assign in whole or in part, satisfy in whole or in part, and enforce by action or proceeding, a mortgage, an encumbrance, a lien, or other claim to real property that exists or is claimed to exist in favor of the principal.
- (4) Perform acts of management or conservation with respect to an estate or interest in real property owned or claimed to be owned by the principal, including the power to do the following:
 - (A) Insure against casualty, liability, or loss.
 - (B) Obtain, regain, or protect possession of the estate or interest by action or proceeding.
 - (C) Pay, compromise, or contest taxes and assessments.
 - (D) Apply for and receive refunds for taxes and assessments.
 - (E) Purchase supplies and hire assistance or labor.
 - (F) Make repairs or alterations in the structures or lands.
- (5) Use, develop, modify, alter, replace, remove, erect, or install structures or other improvements upon real property in which the principal has or claims to have an interest.
- (6) Demand, receive, or obtain by action or proceeding money or other things of value to which the principal is, may become, or may claim to be entitled to as the proceeds of an interest in real property or of one (1) or more transactions under this section, conserve, invest, disburse, or use any proceeds received for purposes authorized under this section, and reimburse the attorney in fact for expenditures properly made by the attorney in fact.

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 LAKE COUNTY
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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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- (7) Participate in a reorganization with respect to real property, receive and hold shares of stocks or instruments of similar character received under a plan of reorganization, and act with respect to the shares, including the power to do the following:
 - (A) Sell or otherwise dispose of the shares.
 - (B) Exercise or sell options.
 - (C) Convert the shares.
 - (D) Vote on the shares in person or by the granting of a proxy.
- (8) Agree and contract in any manner and on any terms with a person for the accomplishment of any purpose under this section and perform, rescind, reform, release, or modify an agreement or a contract made by or on behalf of the principal.
- (9) Execute, acknowledge, seal, and deliver a deed, revocation, mortgage, lease, notice, check, or other instrument that the attorney in fact considers useful for the accomplishment of a purpose under this section.
- (10) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal based on or involving a real property transaction, and intervene in an action or proceeding relating to a claim.
- (11) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution of a power under this section or for the keeping of necessary records.
- (12) Perform acts relating to land use and zoning concerning property in which the principal has an ownership interest.
- (13) Perform any other act with respect to an estate or interest in property.

30-5-5-3 Tangible personal property transactions

- (1) Accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property.
- (2) Sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, pawn, grant options concerning, lease or sublet, or otherwise dispose of tangible personal property or an interest in tangible personal property.
- (3) Release in whole or in part, assign the whole or a part of, satisfy in whole or in part, and enforce by action or proceeding, a mortgage, an encumbrance, a lien, or

other claim that exists or is claimed to exist in favor of the principal with respect to tangible personal property or an interest in tangible personal property.

- (4) Perform acts of management or conservation with respect to tangible personal property or an interest in tangible personal property owned or claimed to be owned by the principal, including the power to do the following:
 - (A) Insure against casualty, liability, or loss.
 - (B) Obtain, regain possession of, or protect by action or proceeding.
 - (C) Pay, contest, or compromise taxes or assessments.
 - (D) Apply for and receive funds in connection with taxes or assessments.
 - (E) Move from place to place or store for hire or on a gratuitous bailment.
 - (F) Use, alter, and make repairs.
- (5) Demand, receive, or obtain by action or proceeding money or other things of value to which the principal is, may become, or claims to be entitled to as the proceeds of tangible personal property, an interest in tangible personal property, or a transaction permitted under this section, conserve, invest, disburse, or use anything received for a purpose permitted under this section, and reimburse the attorney in fact for expenditures properly made in the execution of powers conferred upon the attorney in fact.
- (6) Agree and contract in any manner and on any terms with a person and on any terms that the attorney in fact selects to accomplish a purpose permitted under this section and perform, rescind, reform, release, or modify an agreement or a contract made by or on behalf of the principal.
- (7) Execute, acknowledge, seal, and deliver a conveyance, mortgage, lease, notice, check, or other instrument that the attorney in fact considers useful to accomplish a purpose permitted under this section.
- (8) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal based on or involving a tangible personal property transaction or intervene in an action or proceeding relating to a claim.
- (9) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution by the attorney in fact of a power described in this section and keep needed records.
- (10) Perform any other acts with respect to tangible personal property or an interest in tangible personal property.

30-5-5-5 Banking transactions

- (1) Continue, modify, or terminate a deposit account or other banking arrangement made by or on behalf of the principal before the execution of the power of

- (2) Open in the name of the principal alone, or in a way that clearly evidences the principal and attorney in fact relationship, a deposit account with a bank, trust company, savings association, credit union, thrift company, brokerage firm, or other institution that serves as a depository for funds selected by the attorney in fact, or hire a safe deposit box or vault space and make other contracts to procure services made available by a banking institution as the attorney in fact considers desirable.
- (3) Make, sign, and deliver checks or drafts for any purpose and withdraw by check, order, or other means funds or property of the principal deposited with or left in the custody of a banking institution either before or after the power of attorney was executed.
- (4) Prepare necessary financial statements of assets and liabilities or income and expenses of the principal for submission to a banking institution.
- (5) Receive statements, vouchers, notices, or other documents from a banking institution and act with respect to the documents.
- (6) Enter at any time a safe deposit box or vault that the principal could enter if personally present.
- (7) Borrow money at an interest rate the attorney in fact selects, pledge as security assets of the principal the attorney in fact considers desirable or necessary for borrowing, and pay, renew, or extend the time of the payment of a debt of the principal.
- (8) Make, assign, pledge, draw, endorse, discount, guarantee, and negotiate promissory notes, bills of exchange, checks, drafts, or other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order, receive cash or other proceeds of a transaction authorized under this subdivision, accept a bill of exchange or draft drawn by another person upon the principal, and pay a bill of exchange or a draft when the bill of exchange or draft is due.
- (9) Receive for the principal and deal in or deal with a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument in which the principal has or claims to have an interest.
- (10) Apply for and receive letters of credit for a banking institution selected by the attorney in fact giving indemnity or other agreement in connection with letters of credit the attorney in fact considers desirable or necessary.
- (11) Consent to an extension in the time of payment with respect to a commercial paper or banking transaction in which the principal has an interest or by which the principal is or might be affected in any way.

- (12) Demand, receive, or obtain by action or proceeding money or other things of value to which the principal is, may become, or claims to be entitled as the proceeds of a banking transaction, and reimburse the attorney in fact for expenditures properly made in the execution of powers conferred upon the attorney in fact under this section.
- (13) Execute, acknowledge, and deliver an instrument in the name of the principal or other person the attorney in fact considers useful to accomplish a purpose permitted under this section.
- (14) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal based on or involving a banking transaction, or intervene in a related action or proceeding.
- (15) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution by the attorney in fact of a power described in this section and keep needed records.
- (16) Perform any other acts with respect to a bond, a share, an instrument of similar character, a commodity, or an interest with respect to a commodity.

30-5-5-6 Business operating transactions

- (1) Discharge and perform a duty or liability, exercise a right, a power, a privilege, or an option the principal has or claims to have under a partnership agreement, whether the principal is a general or limited partner, enforce the terms of a partnership agreement for the protection of the principal by action or proceeding as the attorney in fact considers desirable or necessary, and defend, submit to arbitration, settle, or compromise an action or other legal proceeding in which the principal is a party because of membership in a partnership.
- (2) Exercise in person or by proxy or enforce by action or proceeding a right, a power, a privilege, or an option the principal has as the holder of a bond, share, or other instrument of similar character, and defend, submit to arbitration, settle, or compromise an action or legal proceeding to which the principal is a party because of a bond, share, or other instrument of similar character.
- (3) With respect to a business owned solely by the principal, to perform the following:
 - (A) Continue, modify, renegotiate, extend, and terminate contractual arrangements made with a person, an entity, a firm, an association, or a corporation by or on behalf of the principal with respect to the business enterprise prior to the granting of the power of attorney.
 - (B) Determine the policy of the business enterprise, including the following:
 - (i) The location of the site or sites to be used for the enterprise's operation.

- (ii) The nature and extent of business to be undertaken by the enterprise.
- (iii) The methods of manufacturing, selling, merchandising, financing, accounting, and advertising to be employed in the enterprise's operation.
- (iv) The amounts and types of insurance to be carried.
- (v) The mode of securing, compensating, and dealing with accountants, attorneys, servants, and other agents and employees required for the operation of the enterprise.

(C) Agree and contract in any manner and on any terms with any person on any terms the attorney in fact considers desirable or necessary to make any or all decisions of the attorney in fact as to policy and rescind, reform, release, or modify an agreement or a contract made by or on behalf of the principal.

(D) Change the name or the form of organization under which the business enterprise is operated, enter into a partnership agreement with other persons, or organize a corporation to take over the business or a part of the business that the attorney in fact considers necessary or desirable.

(E) Demand and receive money that is or becomes due to the principal or that may be claimed by the principal or on the principal's behalf in the operation of the business enterprise, control and disburse the funds in the operation of the enterprise in a way that the attorney in fact considers desirable or necessary, and engage in banking transactions the attorney in fact considers desirable or necessary to execute a power permitted under this subdivision.

- (4) Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business operating transaction of the principal that are required by a governmental agency, a department, or an instrumentality or that the attorney in fact considers desirable or necessary, and make related payments.
- (5) Pay, compromise, or contest taxes or assessments and do acts the attorney in fact considers desirable or necessary to protect the principal from illegal or unnecessary taxation, fines, penalties, or assessments in connection with the principal's business operations, including the power to attempt to recover, in any manner permitted by law, sums paid before or after the execution of the power of attorney as taxes, fines, penalties, or assessments.
- (6) Demand, receive, or obtain by action or proceeding money or other things of value to which the principal is, may become, or claims to be entitled to as the proceeds of a business operation of the principal, conserve, invest, disburse, or use anything received for a purpose permitted under this section, and reimburse the attorney in fact for expenditures properly made in the execution of powers conferred upon the attorney in fact.
- (7) Execute, acknowledge, seal, and deliver a deed, an assignment, a mortgage, a lease, a notice, a consent, an agreement, an authorization, a check, or other instrument that the attorney in fact considers useful to accomplish a purpose permitted under this section.

- (8) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal based on or involving a business operating transaction or intervene in an action or a proceeding relating to a claim.
- (9) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution by the attorney in fact of a power described in this section and keep needed records.
- (10) Perform any other acts the attorney in fact considers desirable or necessary for the furtherance or protection of the interests of the principal in a business.

30-5-5-7 Insurance transactions

- (1) Continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract of life, accident, health, or disability insurance or for the provision of health care services or any combination of these contracts procured by or on behalf of the principal before the granting of the power of attorney that insures the principal or another person, without regard to whether the principal is or is not a beneficiary under the contract.
- (2) Procure new, different, or additional contracts of life, accident, health, or disability insurance for the principal or for the provision of health care services for the principal, and select the amount, type of insurance, and mode of payment under each contract, pay the premium or assessment on, modify, release, or terminate a contract procured by the attorney in fact, and designate the beneficiary under the contract. The attorney in fact may not be named a beneficiary of a contract, unless:
 - (A) the attorney in fact is named as beneficiary of death benefit proceeds if permitted under section 8 of this chapter; or
 - (B) the attorney in fact was named as a beneficiary under a contract that was procured by the principal before the granting of the power of attorney. The attorney in fact may continue to be named as beneficiary under the contract, or an extension or renewal of, or substitute for, the contract.
- (3) Apply for and receive any available loan on the security of the contract of insurance, whether for the payment of the premium or for the procuring of cash, surrender and receive the cash surrender value, exercise an election as to beneficiary or mode of payment, change the manner of paying premiums, change or convert the type of insurance contract, with respect to a contract of life, accident, health, disability, or liability insurance in which the principal has, or claims to have, a power described in this subdivision, or change the beneficiary of the contract of insurance. The attorney in fact may not be named a new beneficiary of a contract, unless:
 - (A) the attorney in fact is named as beneficiary of death benefit proceeds if permitted under section 8 of this chapter; or

(B) the attorney in fact was named as a beneficiary under a contract that was procured by the principal before the granting of the power of attorney. The attorney in fact may continue to be named as beneficiary under the contract, or an extension or renewal of, or substitute for, the contract.

- (4) Demand, receive, or obtain by action or proceeding money or other things of value to which the principal is, may become, or claims to be entitled to as the proceeds of a contract of insurance or a transaction permitted under this section, conserve, invest, disburse, or use anything received for a purpose permitted under this section, and reimburse the attorney in fact for expenditures properly made in the execution of powers conferred upon the attorney in fact.
- (5) Apply for and procure available governmental aid in the guaranteeing or paying of premiums of a contract of insurance on the life of the principal.
- (6) Sell, assign, hypothecate, borrow upon, or pledge the interest of the principal in a contract of insurance.
- (7) Pay from the proceeds or otherwise, compromise, contest, and apply for refunds in connection with a tax or an assessment levied by a taxing authority with respect to a contract of insurance, the proceeds of the refunds, or liability accruing from a tax or an assessment.
- (8) Agree and contract in any manner and on any terms with any person the attorney in fact selects to accomplish a purpose permitted under this section and perform, rescind, reform, release, or modify an agreement or a contract.
- (9) Execute, acknowledge, seal, and deliver a consent, a demand, a request, an application, an agreement, an indemnity, an authorization, an assignment, a pledge, a notice, a check, a receipt, a waiver, or other instrument the attorney in fact considers useful to accomplish a purpose permitted under this section.
- (10) Continue, procure, pay the premium or assessment on, modify, rescind, release, terminate, or otherwise deal with a contract of insurance, other than those permitted under subdivision (1) or (2), including fire, marine, burglary, compensation, liability, hurricane, casualty, or a combination of insurance, and do acts with respect to the contract or with respect to the contract's proceeds or enforcement that the attorney in fact considers necessary or desirable for the promotion or protection of the interests of the principal.
- (11) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal based on or involving an insurance transaction or intervene in an action or proceeding relating to a claim.
- (12) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the

proper execution by the attorney in fact of a power described in this section and keep needed records.

- (13) Perform any other acts in connection with procuring, supervising, managing, modifying, enforcing, and terminating contracts of insurance or for the provisions of health care services in which the principal is insured or is otherwise interested.

30-5-5-11 Claims and litigation

- (1) Assert and prosecute before a court, an administrative board, a department, a commissioner, or other tribunal, a cause of action, a claim, a counterclaim, an offset, or a defense that the principal has or claims to have against an individual, a partnership, an association, a government, a person, or an instrumentality, including the power to sue for the following:
 - (A) The recovery of land or a thing of value.
 - (B) The recovery of damages sustained by the principal in any manner.
 - (C) The elimination or modification of tax liability.
 - (D) An injunction.
 - (E) Specific performance.
 - (F) Any other relief.
- (2) Bring an action of interpleader or other action to determine adverse claims, intervene or interplead in an action or proceeding, and act in litigation as amicus curiae.
- (3) In connection with an action, a proceeding, or a controversy at law or otherwise, apply for and, if possible, procure a libel, an attachment, a garnishment, an order of arrest, or other preliminary, provisional, or intermediate relief and resort to and use in all ways permitted by law an available procedure to satisfy a judgment, an order, or a decree.
- (4) In connection with an action or a proceeding at law, or otherwise, perform an act the principal might perform, including an acceptance of tender, an offer of judgment, an admission of facts, a submission of controversy on an agreed statement of facts, a consent to examination before trial, and the general binding of the principal in the conduct of litigation or controversy as the attorney in fact considers desirable.
- (5) Submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal or litigation to which the principal is, may become, or may be designated a party.
- (6) Waive the issuance and service of a summons, citation, or other process upon the principal, accept service of process, appear for the principal, designate persons upon whom process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, appeal to appellate tribunals, procure and give surety and indemnity bonds at the times and to the

extent the attorney in fact considers desirable or necessary, contract and pay for the preparation and printing of records and briefs, receive and execute and file or deliver a consent, a waiver, a release, a confession of judgment, a satisfaction of judgment, a notice, an agreement, or other instrument the attorney in fact considers desirable or necessary in connection with the prosecution, settlement, or defense of a claim by or against the principal or of litigation to which the principal is, may become, or may be designated a party.

- (7) Appear for, represent, and act for the principal with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, whether of the principal or another person, with respect to a reorganization proceeding, a receivership, or an application for the appointment of a receiver or trustee that affects an interest of the principal in real property, a bond, a share, a commodity interest, tangible personal property, or other thing of value.
- (8) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the execution of a power permitted under this section.
- (9) Pay, from funds in the control of the attorney in fact or the account of the principal, a judgment against the principal or a settlement that may be made in connection with a transaction permitted under this section, receive and conserve money or other things of value paid in settlement of or as proceeds of a transaction permitted under this section, and receive, endorse, and deposit checks.
- (10) Perform other acts in connection with a claim by or against the principal or litigation to which the principal is, may become, or may be designated a party.

My attorney-in-fact shall transact any and all business for me of any kind or nature whatsoever; to do and perform each and every act and thing whatsoever requisite and necessary or proper to be done in all matters affecting my business or property and with the same force and effect as though I were personally present and acting for myself; and I hereby ratify and confirm all that my said attorney-in-fact shall do by virtue hereof.

This Power of Attorney shall not be affected by subsequent disability or incapacity of the principal, or lapse of time (Indiana Code Section 30-5-10-3).

