### **Affidavit of Trust**

The undersigned Successor Trustees hereby certifies the following:

1. The following Trust is the subject of this Affidavit:

Vernon A. Jones Irrevocable Trust Dated September 17, 2010.

2. The Trustees currently serving are:

Centier Bank

The Trust is currently in full force and effect. However, all of the provisions of the Trust 3. are now irrevocable as a result of Grantor Vernon A. Jones' death on 8/4/2013. See Attached Death Certificate for Vernon A. Jones. Attached to this Affidavit and incorporated in it are selected provisions of the trust evidencing the following:

Page 1

-Creation of the Trust

Page 8 Article III

-Trustee's Powers

Page 13

-Selection of Successor Trustee

Page 17

-Signature Page 11 ment is

The trust provisions which are not attached to this Affidavit are of a personal nature and set 4. forth the distribution of trust property. They do not modify the powers of the Trustee.

The signatories of this Affidavit declare that the foregoing statements and the attached Trust 5. provisions are true and correct, under penalty of perjury.

This Affidavit was executed August 29, 2013 6.

Centier Bank, Successor Trustee

By: Kristen Mallory, VP & Trust Officer

FILED

DEU 1 1 2013

**PEGGY HOLINGA KATONA** LAKE COUNTY AUDITOR Subscribed and sworn to before me on August 29, 2013

Notary Public, Lucia Gomez My Commission Expires: 2/21/18

Resident of Lake County, Indiana

(seal)

Official Seal LUCIA GOMEZ
Resident of Lake County, IN My commission expires February 21, 2018

HOLD FOR MERIDIAN TITLE 13 -44907

### TRUST AGREEMENT

This Trust Agreement (hereinafter referred to as "Agreement" or "instrument") is made this

//\*
day of Sarign 862,2010, between Vernon Albert Jones, as Grantor (hereinafter referred to as

"Grantor"), and Vernon Albert Jones, as Trustee, (hereinafter referred to as "Trustee").

The Grantor hereby transfers to the Trustee the property described in Schedule "A" attached hereto to create a trust, which initially shall be known as the "Vernon Jones Trust." That property, and any other property that may be hereafter acquired or received by the Trustee (all of such property being hereinafter referred to collectively as the "trust estate" or "trust property") shall be held, administered and disposed of for the uses and purposes and upon the terms and conditions hereinafter set forth.

Vocation and Amendment

The Grantor expressly reserves the power at any time and from time to time during the Grantor's life to withdraw any or all of the trust estate free of the provisions of this Agreement. The Grantor may by a written instrument, signed and delivered to the Trustee during the Grantor's life, revoke this Agreement in whole or in part and amend it from time to time in any respect, except that the duties and compensation of the Trustee shall not be materially changed by any amendment without its written approval. This Agreement shall become irrevocable upon the death of the Grantor.

- d. Final federal and state income tax returns for the Grantor have been filed, and all income tax, including any interest and penalties thereon, have been paid.
- e. Final federal and state income tax returns for the Trustee have been filed, and all income tax, including any interest and penalties thereon, payable by the Trustee have been paid.
- 6. Notwithstanding anything to the contrary stated in paragraphs B and C of Article II of this Agreement, if the Trustee is of the opinion there will be sufficient remaining assets in the trust estate to make the payments provided for in said subparagraphs 1, 2, 3 and 4 above, it may make partial distributions of the remaining net trust estate from time to time as provided in subparagraphs 1, 2, 3 and 4 of said paragraph B.

# Miscellaneous Provisions Applicable To The Vernon Jones Trust

Except as otherwise provided in this Agreement, the following provisions shall apply to the Vernon Jones Trust:

the Lake County Recorder!

A. Trustee's Powers. The Trustee shall hold, manage, protect, insure, improve, repair, deal with and control all property, real or personal, at any time forming a part of the trust estate and collect the income therefrom, pay all taxes, local, state and federal, levied against said property, or assessed against the Trustee on the income therefrom, and in every respect properly manage and care for said property, with all the rights, powers and discretions that an absolute owner, not a trustee, might have or exercise over said property, and that are proper, necessary or advantageous in the management and administration of such trust estate, except as otherwise provided in the last sentence of subparagraph 5 below. Without intending to restrict, limit, abridge or affect the scope, extent or

operation of the general powers hereinabove conferred upon and granted to the Trustee, or any power or authority given or conferred by law (including, without limitation, the Indiana Trust Code), except as otherwise provided in subparagraph 5 below, the Trustee shall have full power:

- 1. <u>Disposition of Assets</u>. To sell, convey, transfer, exchange, partition, lease for any term, even extending beyond the duration of the trust, mortgage, pledge and otherwise dispose of any or all real or personal property in the trust estate from time to time in such manner, for such consideration and upon such terms and conditions as the Trustee in its discretion, shall determine.
- 2. <u>Employment of Assistance and Settlement of Claims.</u> To employ such agents and counsel as may be reasonably necessary in managing and protecting the trust estate and to pay them reasonable compensation, and to compromise, adjust and settle all claims either in favor of or against the trust estate, at such amounts and upon such terms of payment as it deems best.
- 3. <u>Borrowing and Lending Generally.</u> To borrow money, with or without security, for any legitimate purpose and to lend money to the personal representative of the Grantor's probate estate, with or without security, for the purpose of payment of taxes of any type or the avoidance of sale of any estate asset at a reduced price.
- 4. Retention of Assets. To continue to hold any and all property, real or personal, received from the Grantor or from any other source, including, but not limited to, residential property and business interests as a security holder, creditor, partner, proprietor or otherwise, even though the same be of a kind not usually considered suitable for trustees to select or hold, or be a larger proportion in one investment than normally a trust estate should hold, and, in connection with any business interest, to participate in the conduct of such business with respect to its sale, purchase, lease, management and affairs to the same extent an individual could do.
- 5. Investments. To invest and reinvest the trust estate in such bonds, notes, debentures, mortgages, common trust funds, mutual investment funds, or in such other property, real or personal, as the Trustee may deem advisable, without being limited by any statute or rule of law regarding investments by trustees. The above power includes the power to invest and reinvest in securities of all types issued by the Trustee and in common trust funds administered and managed by the Trustee, even though the Trustee is a corporate fiduciary. Provided, however, the authority and power granted in the above two (2) sentences does not include the power or authority to invest in any type of stock or any type of fund which includes any type of stock, and all such investments are prohibited.

- 6. <u>Distribution</u>. In making any distribution pursuant to this Agreement, the Trustee may distribute wholly or partly in kind any property of the trust estate or any undivided interest therein, and its judgment respecting the value of any property assigned to the several separate shares or distributed in kind shall be binding and conclusive upon all persons.
- 7. <u>Dealings with other Fiduciaries.</u> To enter into any transaction authorized under paragraph A of Article III of this Agreement with trustees, executors or administrators of other trusts or estates in which any beneficiary hereunder has any interest, even though any such trustee or personal representative is also Trustee hereunder.
- 8. <u>Income and Principal.</u> To determine the manner of ascertainment of income and principal, and the allocation or apportionment between income and principal of all receipts and disbursements.
- 9. Receipt of Additional Property. To receive additional property from any source by Last Will and Testament or otherwise as part of any trust created herein.
- 10. <u>Miscellaneous.</u> To perform any and all other acts necessary or appropriate for the proper administration of the trust estate and in the exercise of any power or discretion to execute and deliver all proper and necessary instruments and to give full receipts and discharges.
- B. Spendthrift Provision. No money, property or interest of any beneficiary shall be grantable, transferable or otherwise assignable by anticipation, whether by voluntary or involuntary act of any such beneficiary, and no person shall acquire any right, title or interest of any beneficiary in the trust estate, or any part thereof, by reason of any sale, assignment by anticipation, transfer, claim, judgment, receivership, bankruptcy or other legal or equitable proceeding whatsoever against such beneficiary, whether voluntary or involuntary. This paragraph B shall not restrict the exercise by Evin of his general power of appointment under the provisions of sub-subparagraph b of subparagraph 2 of paragraph B of Article II of this Agreement.
- C. <u>Accounting and Compensation</u>. The Trustee shall render to the adult income beneficiaries and to the guardian of the estate, attorney in fact under a Power of Attorney, or the

beneficiary for whose estate no guardian has been appointed, or the person with whom such minor beneficiary may reside.

- B. Selection of Successor Trustee.
- 1. If the original Trustee (Vernon Albert Jones) at any time resigns, dies, or is unable or refuses to act as Trustee, Centier Bank is hereby appointed as successor Trustee. If Centier Bank at any time resigns, or is unable or refuses to act as Trustee, Peoples Bank is hereby appointed as successor Trustee.
- 2. No successor Trustee shall be personally liable for any act or omission of any predecessor Trustee. Any successor Trustee, shall accept, without examination or review, the accounts rendered and the property delivered by or for a predecessor Trustee, without incurring any liability or responsibility for so doing.
- 3. The attorney in fact, guardian of the estate or the person of a beneficiary under legal disability or incapacity, or the parents or surviving parent of a minor beneficiary for whose estate no guardian of the estate or has been appointed, or the person with whom such minor beneficiary may reside, may act for the beneficiary in signing any instrument under subparagraph 1 of paragraph B of Article IV of this Agreement.
- C. <u>Title. Powers and Discretions of Successor Trustee.</u>

  Any successor Trustee hereunder shall have all the title, powers and discretions of the Trustee succeeded, without the necessity of any conveyance or transfer.
- D. <u>Instructions to Successor Trustees</u>. The purpose of this paragraph D and the subparagraphs hereunder is to give each successor Trustee instructions and authority pertaining to its

junior high school, high school, college, post-graduate, professional or vocational school is intended by the Grantor to be included in the word "education."

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

GRANTOR:		TRUȘTEE:		
Vernon Albert Jones	Jones	Vernon Albert	Albert Jones	Jones
STATE OF INDIANA	)			
COUNTY OF LAKE	)SS:			
	,			
Before me, the under	signed, a Notary Pub	lic in and for said	County and State	e, this <u>/ 7 th</u>
day of SEPTEMBER, 20	10 personally appeare	d Vernon Albert Jo	nes in his indivi	dual capacity,
as Grantor, and in his fidu	ciary capacity, as in	rustee, and acknow	viedged the exe	ecution of the
foregoing Trust Agreement.	in witness whereof,	I have nereunto su	oscribed my nan	ne and amixed
my official seal.	NUIU	FFICIA	L:	
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My commission expires:		dent of Jasper Cou		
10/5/15				
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This instrument prepared by	John O. Stiles, Attor	ney at Law	***************************************	······································
Attorney No.1676-45			6	OFFICIAL SEAL Julia M Trueblood
				Notary Public - Inclience
	TITIE	DER'S		County - Jasper My Commission Expires OCT 5, 2015
		W THE W	***************************************	
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## INDIANA STATE DEPARTMENT OF HEALTH CERTIFICATE OF DEATH

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Residence - State					•		18b. City Or Town									
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RNON JONES SR								ORNELIA J				"- O- d-)	PAS	CO		
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Signature, Of Person C DRGE DELIOF	POULC	S, BY	ELECT			RE					ertifier (Check ertifying Physic	ian	□ Corone		Heath Officer	
Name, Address And Zip Code Of Person Certifying Cause Of Death:  DRGE DELIOPOULOS , 2900 W. 93RD AVENUE, CROWN POINT, IN 463								/	44.	License N	umber	45.	Date Certified			
ORGE DELIOP Additional Funeral Serv			00 W. 93	RD A	AVENUE, CI	ROWN POIN	NT, IN	46307	-		47.	*Akas:			08/06/2013	
Signature of Local Heal										49. For R	egistrar Only					
SAN W. BEST, VIA ELECTRONIC SIGNATURE  AMENDMENT TO CERTIFICATE OF DEATH (ENTRY OR ORIGINAL)								AUG 06 2013								

Form 53395 ATTENTION ESTATE: The Social Security # is being requested by this state agency in order to pursue responsibility. Disclosure is voluntary and there will be no penalty for refusal.

### **EXHIBIT A**

### PARCEL I

The South 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 5, Township 32 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana.

#### PARCEL II

The West 1/2 of the West 1/2 of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 32 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana.



800.777.1574

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