

THE BERNICE HODAKOWSKI TRUST

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This Declaration of Trust is made this 13 day of August 1988 by Bernice Hodakowski of the County of Lake, State of Indiana, hereinafter referred to as the "Grantor." Said Grantor hereby transfers the personal property and any other property, tangible or intangible, including real property to herself as Trustee; and as such Trustee agrees to hold, manage, and distribute said property and any other property added thereto as a Trust Estate upon the following terms and conditions; provided however, if the Successor-Trustee cannot account for any property when examining the accountings, the Grantor shall be deemed to have properly withdrawn and revoked such property from the Trust Estate.

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ITEM I  
The property or assets of this Trust shall consist of the assets listed this day on Schedule "A" hereto attached and made part hereof, and such other assets in the nature of stocks, bonds, cash, real estate, or other property as may from time to time be added to the Trust by the Grantor, by inter vivos transfer, or by Last Will and Testament.

STATE OF INDIANA  
LAKE COUNTY  
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RECORDER  
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During the lifetime of the Grantor, she shall expressly reserve the right:

1. To modify and amend this agreement;
2. To terminate the Trust hereby created in whole or in part;
3. To add other property to the Trust Estate;

all by instrument in writing delivered to the Trustee; provided that every modification or amendment shall be effective when signed by her, but no change in the duties, powers, or liabilities

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ties of the Trustee shall become effective as to any Trustee until such Trustee consents in writing to such change.

ITEM III

The original Trustee of the Trust shall be Bernice Hodakowski. Upon the resignation or incapacity to act of said Trustee, then Joseph Hodakowski, son of the Grantor, and Mary Cusic, daughter of the Grantor, shall act as Successor Co-Trustees.

The Trustee shall assume and perform all duties made obligatory upon her by operation of law and the terms and conditions of this Trust, specifically including the following:

1. The Trustee shall pay the entire net income of the Trust Estate and all other income from investments to or for the benefit of the Grantor for so long as she shall live. In addition thereto, the Trustee shall make payments from the principal of the Trust Estate to or for the benefit of the Grantor, in such sums and at such times as the Grantor may from time to time request. In the event that the Grantor should be unable, in the sole discretion and opinion of the Trustee, to make such request in writing, then the Trustee, in her sole discretion, may pay such amounts as deemed necessary and proper to care for, maintain and support the Grantor for so long as she shall live.

2. Upon the death of the Grantor, the Trustee shall use and apply so much of the Trust Property as is required for the payment of expenses incident to last illness and death, outstanding debts, expenses of administration of the Grantor's Estate and any estate or death taxes. The Trustee may pay any or all of such amounts to the Grantor's Executor or Administrator without being required to see to the application of any amount so paid and without being under obligation to inquire as to the validity or amount of any debt, expenses, or tax.

3. After the death of the Grantor, and after complying with the provisions of the preceding paragraph as to the payment of the last expenses of the Grantor, the Trustee shall pay the following specific bequests from the trust proceeds:

a. To Klementyna Cholewinska of Augustow Wojewodzctwo, Suwalki, Poland, the sum of One Thousand Dollars (\$1,000.00) provided she survives the Grantor;

b. To Jacek Hodakowski of Krakow, Poland, the sum of One Thousand Dollars (\$1,000.00) provided he survives the Grantor;

c. To the Carmelite Fathers of Munster, Indiana, for the purpose of the celebration of Gregorian Masses for the repose of my soul, the sum of One Thousand Dollars (\$1,000.00);

d. To the Salvatorian Fathers Monastery of Merrillville, Indiana, the sum of One Thousand Dollars (\$1,000.00).

After satisfying the above-mentioned specific bequests and paying those last expenses of the Grantor as listed in Item III (2) of this Trust Agreement, the Trustee shall then terminate the trust and distribute any and all net proceeds, including principal and interest remaining, as follows:

a. One-half (1/2) to Mary S. Cusic, daughter of the Grantor, per stirpes;

b. One-half (1/2) to Joseph Hodakowski, son of the Grantor, per stirpes.

In the event either Mary S. Cusic or Joseph Hodakowski dies without issue living at the time of distribution, such share shall pass to the survivor or to the survivor's issue by right of representation.

#### ITEM IV

1. While any designated beneficiary is under the age of Twenty-one (21) years, the Trustee shall use for his or her benefit so much of the income of his or her trust as the Trustee determines to be required in addition to his or her other income from all sources known to the Trustee. The Trustee may also

invade principal for education during the term of the Trust, all in the discretion of the Trustee. The donor's intent in this instance is to encourage the use of these funds for purposes which will benefit any such beneficiary in later adult life.

2. After any beneficiary shall have reached the age of Twenty-one (21) years, the Trustee shall distribute to the beneficiary such portions of all of the income and principal remaining for their benefit, and the Trust shall thereupon terminate as to such beneficiary.

3. If at any time any beneficiary to whom the Trustee is directed in this instrument to pay any income is under legal disability or is in the opinion of the Trustee incapable of properly managing his or her affairs, the Trustee may use such income for such ~~beneficiary's support and comfort.~~

4. Upon the death of any beneficiary, any accrued or undistributed income shall be held and accounted for or distributed in the same manner as if it had been received and accrued after the beneficiary's death.

5. The Trustee either may expend directly any income or principal which it is authorized in this instrument to use for the benefit of any person, or may pay it over to him or her or for his or her use to his parent or guardian or to any person with whom he or she is residing, without responsibility for its expenditure.

6. No interest under this instrument shall be transferable or assignable by any beneficiary or be subject during his or her life to the claims of his or her creditors.

7. In determining whether in what manner and to what extent a power of appointment hereunder has been exercised by will, the Trustee may act in reliance upon a Court order in any jurisdiction admitting any instrument to probate as the will of the holder of the power or finding that she died intestate (but the provisions of this paragraph shall not affect any right which an



appointee or beneficiary in default of appointment may have against any distributee.)

8. This instrument and the dispositions hereunder shall be construed and regulated and their validity and effect shall be determined by the laws of Indiana.

ITEM V

The Trustee designated in this instrument shall have the following powers, and any others that may be granted by law with respect to each Trust hereunder, to be exercised as the Trustee, in her discretion, determines to be to the best interests of the beneficiaries:

1. To retain any property or undivided interests in property, received from the Grantor or from any other source, including residential property, regardless of any lack of diversification, risk, or non-productivity;

2. To invest and reinvest the Trust Estate in bonds, notes, stocks of 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 Trustee;

3. To sell any Trust Property, for cash or on credit, at public or private sales; to exchange any Trust Property for other property; to grant options to purchase or acquire any Trust Property; and to determine the prices and terms of sales, exchanges, and options;

4. To operate, maintain, repair, rehabilitate, alter, improve 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 Trust; to subdivide real estate; to grant easements, give consents, and make contracts relating to real estate or its use; and to release or dedicate any interest in real estate;

5. To borrow money for any purpose, either from the banking department of the Trustee or from others, and to mortgage or pledge any Trust Property;

6. To employ attorneys, auditors, depositaries, proxies, and agents with or without discretionary powers; to keep any property in the name of a Trustee or a Nominee with or without disclosure of any fiduciary relationship or in bearer form;

7. To determine the manner of ascertainment of income and principal and the allocation or apportionment between income and principal of all receipts and disbursement. The Trustee may at any time or times charge all or any part of the Trustee's regular annual compensation against the principal, regardless of any rule of law or statute to the contrary;

8. To take any action with respect to conserving or realizing upon the value of any trust property, and with respect to foreclosures, reorganizations, or other changes affecting the Trust Property; to collect, pay contest, compromise, or abandon demands of or against the Trust 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 Trust Estate, and containing provisions excluding personal liability;

9. To receive additional property from any source and add it to and commingle it with the Trust Estate;

10. To enter into any transaction authorized by this paragraph with trustees, executors, or administrators of any other trusts or estates in which any beneficiary hereunder has any interest, even though any such trustee or representative is also Trustee hereunder; and in such transaction to purchased property 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 Trust Estate, and to retain any such property or note with the same freedom as if it had been an original part of the Trust Estate;

11. To make any distribution or division of the Trust Property in cash or in kind or both, and to continue to exercise any powers and discretion hereunder for a reasonable period after the termination of the Trust, but only for so long as no rule of law relating to perpetuities would be violated;

12. To allocate different kinds of disproportionate shares of property or undivided interests in property among the beneficiaries or Trusts, and to determine the value of any such property. The Trustee may make joint investments of funds in such Trust, and may hold the several Trusts as a common fund dividing the net income therefrom among the beneficiaries of the several Trusts proportionately;

13. To establish out of income and credit to principal reasonable reserves for the disposition of tangible property.

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ITEM VI

Wherever and whenever used herein, the term "Trustee" or "Trustees" shall mean either the singular or plural, depending upon the actual number acting in the capacity of Trustee at any particular time; and shall mean "Co-Trustees" at all times when there are two acting. Whenever necessary in this Agreement and where the context admits, the singular term and the related pronoun shall include the plural and the masculine the feminine.

Each Trustee hereunder (whether originally designated herein or appointed as a Successor) shall have the right to resign at any time by giving thirty (30) days written notice to that effect to the current income beneficiary or to the beneficiary or beneficiaries then entitled to any distributions hereunder. Thereafter, if there be no Successor Trustee herein designated who is capable of and willing to act, such beneficiary or beneficiaries shall have the right within such thirty (30) days period to appoint a Successor Trustee. In the event the current benefi-



ciary or beneficiaries shall fail to designate a Successor Trustee within the time specified, the then acting Trustee may apply to a Court of competent jurisdiction for leave to resign, for the appointment of a Successor, and for the judicial settlement of such Trustee's accounts.

Any Successor Trustee is hereby exonerated from any personal liability or responsibility with respect to any acts of his or her predecessor. A Successor Trustee shall not be required to, or be under any duty to, ascertain the correctness or validity of the prior accounting or accounts of any predecessor Trustee and no liability shall attach to a Successor Trustee hereunder in respect to such accounting.

To the extent that any such requirements can legally be waived, no Trustee shall ever be required to give any bond as Trustee, to qualify before, be appointed by or in the absence of breach of Trust account to any Court; or to obtain the Order of Approval of any Court in the exercise of any power or discretion hereunder.

No person paying money or delivering any property to any Trustee need see to its application.

Except as otherwise specifically provided in this Agreement, the Trustee may rely upon any notice, certificate, affidavit, letter, telegram, or other paper or document believed by it to be genuine, or upon any evidence deemed by it to be sufficient, in making any payment or distribution hereunder. The Trustee shall incur no liability for any payment or distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting any person's interest in the Trust.

IN WITNESS WHEREOF, the said Bernice Hodakowski has executed this Declaration of Trust as Trustee, and she has accepted the Trust hereunder as of this 13 day of August 1988.



Signed, sealed and delivered  
in the presence of:

Bernice Hodakowski  
Bernice Hodakowski, Grantor

Bernice Hodakowski  
Bernice Hodakowski, Grantor

[Signature]  
Witness to Grantor

Bernice Hodakowski  
Bernice Hodakowski, Trustee

[Signature]  
Witness to Trustee

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STATE OF INDIANA )  
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COUNTY OF PORTER )

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BEFORE ME, the undersigned authority, personally appeared  
Bernice Hodakowski who is to me well known and known to me to be  
the person described in and who executed the foregoing  
instrument, and acknowledged to and before me that she executed  
said instrument freely and voluntarily and in the capacities and  
for the purposes therein expressed; and she declared that she did  
not wish to retract her execution thereof.

[Signature]  
Notary Public

Printed Name:  
County of Residence:  
My Commission Expires:

Richard J. Ruppich  
Porter  
June 8, 1990

"I AFFIRM, UNDER THE PENALTIES FOR  
PERJURY, THAT I HAVE TAKEN REASON-  
ABLE CARE TO REDACT EACH SOCIAL  
SECURITY NUMBER IN THIS DOCUMENT,  
UNLESS REQUIRED BY LAW."  
PREPARED BY: [Signature]