

Assignment of Interest

In Lease on Cedar Lake Ministries Grounds

2017 082875

Current Lease Holders ("Assignors"): Dick G. Norris & Patricia D. Norris

Lease Agreement for Lot # 12. Dated: August 5<sup>th</sup>, 1998. ("Lease Agreement")

Trust Name: The Norris Family Trust ("TRUST")

We the Assignors hereby acknowledge that we are the primary beneficiaries of the TRUST and that we seek to make this assignment of Lease Agreement for estate planning purposes.

THIS INDENTURE WITNESSETH that the Assignors do assign, give, grant, convey, transfer and deliver to TRUST, all right, title and interest in and to the Lease Agreement with Cedar Lake Ministries, Inc. and Assignors acknowledge and understand that they are still individually and personally responsible for compliance with the terms of the Lease Agreement, including, but not limited to, compliance with occupants of the leased premises and compliance with the approval process and fees for transfer of lease to beneficiaries of TRUST.

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2017 DEC 6 PM 2:28  
MIRIAM L. BROWN  
RECORDER

ASSIGNOR:

Signature: Dick G. Norris  
Printed: DICK G. NORRIS  
Date: OCT 16, 2017

Signature: Patricia D. Norris  
Printed: Patricia D. Norris  
Date: Oct. 16, 2017

**STOP**

Cedar Lake Ministries, Inc. acknowledges receipt of this assignment on the 16 day of October, 2017.

CEDAR LAKE MINISTRIES, INC.

Signature: Jerry L. Tessarolo  
Printed: Jerry L. Tessarolo  
Date: OCT 17, 2017



Signature: Mark J. DeMato  
Printed: Mark J. DeMato  
Date: 10-17-17

NOTARY

Before the undersigned, a Notary Public for the above County and State, personally appeared both parties aforementioned, and they being first sworn by me upon oath, state that the facts alleged in the foregoing instrument are true.

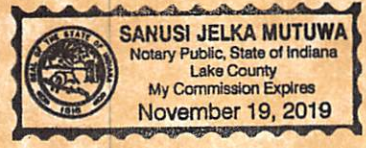
Date 10/16/2017

Signature: [Signature]

Printed: SANUSI MUTUWA

My Commission Expires: 11/19/2019

County of Residence: Lake.



DEC 06 2017  
JOHN E. PETALAS  
LAKE COUNTY AUDITOR

029570

25-  
CS  
CR



Assignment of Interest in Lease on Cedar Lake Ministries Grounds.

The undersigned, Patricia D. Norris and Dick G. Norris, as the current lease holder of the lease agreement for Lot # 12 of Cedar Lake Ministries Grounds, dated 4/3/1944 and further amended on August 18, 2011, hereby direct Cedar Lake Ministries Inc. to assign our lease hold and all other interests under said lease into the Norris Family Trust as of October 12, 2017

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Patricia D. Norris  
Patricia D. Norris

Dick G. Norris  
Dick G. Norris

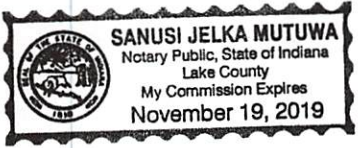


State of Indiana

County of Lake

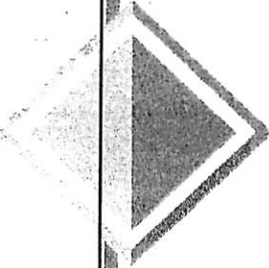
(SS)

Subscribed and sworn to before me this 12 day of October in the year of 2017.



[Signature]  
Notary Public

Nov 19, 19  
My commission expires



*Voyle A. Glover*  
*Attorney at Law*  
*101 W. 75<sup>th</sup> Pl*  
*Merrillville, IN 46410*  
*(219) 736-1420*  
*[attorney@law@sbcglobal.net](mailto:attorney@law@sbcglobal.net)*

# THE NORRIS FAMILY TRUST

Amendment as to Trustees Only: 5-2-2017

Dick Norris and Patricia Norris, husband and wife, hereafter Grantors, hereby creates this instrument of trust, consistent with the laws of the United States of America and the state of Indiana, to hold certain properties as hereafter listed, said list marked as Schedule A and incorporated herein by reference and attached to this agreement, and such other properties which may, from time to time added unto the corpus of this trust by subsequent Schedules, including Real Estate Schedule (if any) which, when duly signed by either Grantors or anyone else donating to this trust, is incorporated herein by reference, or donation by any other method or manner verifiable. Grantors declares they have transferred and delivered to the trustee all property described in the attached Schedule A and subsequent Schedules attached which are incorporated herein by reference. Trustee acknowledges receipt of said properties and agrees to abide by the terms and conditions of this trust agreement.

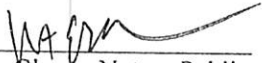
TAXES. *This is a Revocable Trust.* The Tax ID to be utilized for all income of this trust and for all valuations of taxation related to the trust shall be that of the Grantor Dick Norris, consistent with IRC §676 which allows use of Grantor's Tax ID for a Revocable Living Trust. In the event that the trust shall continue for purposes other than administrative windup or if it appears the trust shall be needed to continue because of gifts made to a minor, then the Trustee shall consult with a tax professional and apply for a Federal Tax I.D. number for the trust. The Tax ID to be utilized for all income of this trust and for all valuations of taxation related to the trust shall be that of the Grantor Dick Norris. *In the event of death of either of the Grantors then this Trust shall become irrevocable and Trustee shall obtain an EIN for the Trust.*

## APPOINTMENT OF TRUSTEE & SUCCESSOR TRUSTEE

Grantors hereby name and appoint Patricia Norris & Dick Norris as Trustees, to serve without bond, and able to act independently of the other; and if neither of them are not alive or unable or unwilling to so serve, then successor Trustee shall be Kari Fischer, to serve without bond. In the event she is unable or unwilling to so serve, then Successor Trustee shall be Debra Gamboa and if she is unable or unwilling, then Victoria O'Leary shall so serve, and if no successor has been appointed, then the Court shall appoint a Trustee to serve. All Trustees shall have the power of appointment of a Successor Trustee in the event all other Successor Trustees have declined the appointment. Trustee shall serve consistent with the terms and conditions as hereafter set forth in this instrument of trust and consistent with this instrument of trust and the provisions of Indiana Code § 30-4-3-6 which specifies what the statutory duties of the Trustee shall be and consistent with such duties as hereafter enumerated. In the event grantors shall become domiciled in another state, this trust and the duties of the Trustee shall remain as stated herein unless otherwise amended by Grantors.

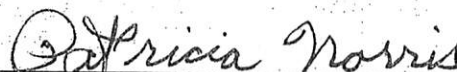
### Notarial Statement

Before me, a Notary Public in and for the state of Indiana, county of Lake, on the 2nd day of May 2017, personally appeared Dick Norris and Patricia Norris and acknowledged their signatures hereto.

  
Voyle A. Glover, Notary Public  
My commission expires 7-20-2024  
Resident of Lake County



Dick Norris



Patricia Norris



VOYLE A. GLOVER  
Lake County  
My Commission Expires  
July 20, 2024



# THE NORRIS FAMILY TRUST

Dick Norris and Patricia Norris, husband and wife, hereafter Grantors, hereby creates this instrument of trust, consistent with the laws of the United States of America and the state of Indiana, to hold certain properties as hereafter listed, said list marked as Schedule A and incorporated herein by reference and attached to this agreement, and such other properties which may, from time to time added unto the corpus of this trust by subsequent Schedules, including Real Estate Schedule (if any) which, when duly signed by either Grantors or anyone else donating to this trust, is incorporated herein by reference, or donation by any other method or manner verifiable. Grantors declares they have transferred and delivered to the trustee all property described in the attached Schedule A and subsequent Schedules attached which are incorporated herein by reference. Trustee acknowledges receipt of said properties and agrees to abide by the terms and conditions of this trust agreement.


**TAXES. This is a Revocable Trust.** The Tax ID to be utilized for all income of this trust and for all valuations of taxation related to the trust shall be that of the Grantor Dick Norris, consistent with IRC §676 which allows use of Grantor's Tax ID for a Revocable Living Trust. In the event that the trust shall continue for purposes other than administrative windup or if it appears the trust shall be needed to continue because of gifts made to a minor, then the Trustee shall consult with a tax professional and apply for a Federal Tax ID number for the trust. The Tax ID to be utilized for all income of this trust and for all valuations of taxation related to the trust shall be that of the Grantor Dick Norris. *In the event of death of either of the Grantors then this Trust shall become irrevocable and Trustee shall obtain an EIN for the Trust.*

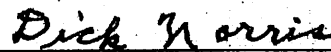
## APPOINTMENT OF TRUSTEE & SUCCESSOR TRUSTEE

Grantors hereby name and appoint Patricia Norris as Trustee, to serve without bond, and if she is not alive or unable or unwilling to so serve, then successor Trustee shall be Kari Fischer, to serve without bond. In the event she is unable or unwilling to so serve, then Successor Trustee shall be Debra Gamboa and if she is unable or unwilling, then Victoria O'Leary shall so serve, and if no successor has been appointed, then the Court shall appoint a Trustee to serve. All Trustees shall have the power of appointment of a Successor Trustee in the event all other Successor Trustees have declined the appointment. Trustee shall serve consistent with the terms and conditions as hereafter set forth in this instrument of trust and consistent with this instrument of trust and the provisions of Indiana Code § 30-4-3-6 which specifies what the statutory duties of the Trustee shall be and consistent with such duties as hereafter enumerated. In the event grantors shall become domiciled in another state, this trust and the duties of the Trustee shall remain as stated herein unless otherwise amended by Grantors.

### Notarial Statement

Before me, a Notary Public in and for the state of Indiana, county of Lake, on the 15 day of March 2017, personally appeared Dick Norris and Patricia Norris and acknowledged their signatures hereto.

  
Voyle A. Glover, Notary Public  
My commission expires 7-20-2024  
Resident of Lake County



Dick Norris



Patricia Norris



VOYLE A. GLOVER  
Lake County  
My Commission Expires  
July 20, 2024

## DEFINITIONS

1. The word "child" or "children" shall be taken to mean any natural child or children of either Grantor or may be indicative of a grandchild of the Grantors or other child entitled to a share under the terms under this agreement, depending on the context. At the present time of signing of this document, the term "natural children" only means the children of Patricia: *Kari Fischer, Debra Gamboa, Gina Beiler, Tracy Huddleston, and Victoria O'Leary*; and the children of Dick: *Lisa Burke and Daniel Norris*.

2. The word "property" or "properties" shall be taken to mean any item, whether personal, realty, a commercial instrument, an interest or claim, cash or other items which may generally be classified and known as such, but not limited solely to those descriptions given here, but rather is property if listed on any schedule appended hereafter and made part of this instrument of trust.

3. The word "beneficiary" or "beneficiaries" shall be taken to mean those who, under the terms and conditions of the trust instrument, are entitled to an equitable interest in the contents of the trust, whether such interest is contingent, springing, defeasible, or vested. **Each Grantor is a primary beneficiary for life under this trust.** Secondary beneficiaries exist who may take after the death of the survivor of the grantors (the primary beneficiaries). The term "secondary beneficiary" or "secondary beneficiaries" shall be taken to mean the natural or adopted children of the grantors and any other person or persons or institution which is specifically and specially named as a beneficiary who will take after the death of the grantors. *Unless otherwise qualified, the secondary beneficiaries have a contingent interest as specified hereafter including the attached Schedules and/or Amendments, which interest may diminish in value in whole or part, with the use by the primary beneficiaries of the principal and/or interest of the res of the trust, or which may in fact increase in value.* These secondary beneficiaries are not entitled to any share in this trust until the death of the survivor of the primary beneficiaries, unless otherwise amended hereafter or particularly stated.

## DUTIES & POWERS OF TRUSTEE

4. The powers of the Trustee shall be to possess and control and distribute the *res* of this trust in a manner consistent with the terms herein. Trustee shall have power, without order of the court, to sell, transfer, sell or buy any realty, stocks, bonds or other commercial paper instruments, on behalf of the trust, with the statutory protection of IC 30-2-4-4 afforded banks, lenders, corporations, agents, brokers or others who assist in the sale, transfer or purchase of such commercial instruments. Trustee shall have power to invest, open accounts, pay lawful bills of the trust, including any professional fees for legal and or trustee work, taxes, or accounting work in such amount as deemed proper by the Trustee. Trustee shall serve without bond and is hereby held harmless from liability for such work as may be performed consistent with the duties and powers as enumerated herein. Upon death of the Grantors, Trustee shall make distribution to the secondary beneficiaries in accordance with the terms and conditions of this agreement.

5. Trustee is to administer the trust according to its terms, and unless the terms otherwise provide, to administer the trust solely in the interest of the beneficiaries as outlined hereafter. Trustee shall act as a prudent fiduciary and will not permit waste of the assets of the trust. Trustee has complete discretion to use the income in whole or part of the trust, including liquidation of assets to provide income, in order to effect the comfort and support of a Grantor. Trustee shall have the power to exercise all options, elections, rights and privileges given to the owner of any insurance policies made part of the res of this trust. Trustee will execute any documents necessary to effect any changes in the trust, including execution of any deeds, titles or other documentation necessary to convey and/or conduct the business of the trust, change trustee or beneficiaries and/or to terminate and wind up the business of the trust, including complete distribution of the trust.

6. All investments, stocks, bonds or other commercial paper properties shall be held by the Trustee and invested prudently for the benefit of the primary beneficiaries.

7. On death of the survivor of the Grantors, Trustee shall undertake an accounting of the trust and shall divide the trust into such shares as the property of the Grantors, excepting those properties specifically designated as going to a particular beneficiary. Designations may be made by amendment to this document, by inclusion in the body of this document, or by designation within the attached Schedule(s). A designation to a particular individual or entity must be in writing. Taxes due and owing on death of the survivor of the Grantors because of gifts transferred from the trust to beneficiaries shall be paid from the trust funds, if possible, and if such payments diminishes the gift to any person or entity being gifted, their gift will be considered to have been proportionately diminished in order to meet the tax and/or other obligations of the trust.

REVOCAION, GIFTS & VALUATIONS

8. Grantors shall have the power to revoke this trust agreement, until the death of one of the Grantors. Once a Grantor has passed on, this Trust shall be irrevocable and the Trustee shall obtain an EIN for the Trust. Grantors may amend the Trust from time to time, excepting for paragraph 9(a-c) herein. Trustee shall accept any properties hereafter given in trust by any person. All gifts to this trust should be named specifically or by category (e.g., "living room furniture"), or itemized on a separate writing, signed and dated by a grantor or trustee, which shall be appended hereto, and thus memorializes the gift(s) to trust. *However, it is the express desire and intent of the grantors to place all of their personal property and realty into trust, of whatever kind and nature, and if something does not get specifically named as being in the trust, nevertheless, it is trust property if it was owned by us, unless Indiana law expressly denies said inclusion of the property into the trust.* For purposes of valuation, each gift should be approximately valued, or a designation of "market value" affixed and such value shall be taken as the correct valuation for all purposes of distribution hereafter and for all purposes of calculations in the estate, unless otherwise determined at law to be different or unless the



Trustee feels an appraisal is necessary or required by law. Neither the Trustee nor Grantors nor any person or entity gifting to the trust and providing valuation of a gift shall be held liable or otherwise responsible for the accuracy of said valuation. It shall be sufficient if the valuation on personal property is given a "garage sale" valuation unless the property is of a unique and special kind that requires a valuation, or would not typically be found in a garage sale. All gifts made into trust regardless of specification of beneficiary of the gift(s) shall inure to the exclusive use and benefit of the primary beneficiaries for life. Any designations of gifts to any other beneficiary is to be strictly interpreted as being a gift made into trust for the use of the primary beneficiary with the designated person being considered as a secondary beneficiary who shall take after the death of the primary beneficiary. Although a gift is designated to a specific beneficiary, there is no obligation on the Trustee nor the primary beneficiaries to preserve that gift to trust since every gift made into this trust is for the exclusive use and benefit of the primary beneficiaries for their life and said beneficiaries may consume the gift in part or whole before their death.

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DEATH OF THE GRANTOR(S)

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9. On the death of the survivor of the Grantors, the Trustee shall disburse the properties held in trust as follows:

*The properties of the trust shall be divided as follows:*

- (a) First \$50,000.00 of the Trust estate shall go to the children of Patricia: **Kari Fischer, Debra Gamboa, Gina Beiler, Tracy Huddleston, Victoria O'Leary**, *per stirpes*, share and share alike. This stems from the fact that this was an inheritance to Grantor Patricia Norris and Grantors wish for this amount to go to her children. If necessary, this amount may be taken from the residual estate of the survivor of the Grantors, if there are insufficient funds in the Trust to satisfy this requirement.
- (b) The balance of my estate shall be divided as follows: 50% to Grantor Patricia's children and 50% to Grantor Dick's children. All distributions are to be *per stirpes*, share and share alike.
- (c) There is no guarantee that the any sums shall be available for distribution in paragraph 9(a) & (b) as the Grantors may use that sum for themselves as they have need. Trustee may, in his or her discretion, make an early distribution/gift of the said sums in paragraph 9(a & b) before the death of the survivor of the Grantors, so long as there are no penalties that would be incurred by Grantor.



10. If a secondary beneficiary (child of a grantor) shall die and shall have no child or children alive or in gestation prior to the death of the survivor of the Grantors, then that beneficiary's share shall go in equal shares, on the death of the survivor of the Grantors, to the other secondary beneficiaries, per stirpes, share and share alike. If a named secondary beneficiary who has children alive or in gestation should die prior to the death of the survivor of the primary beneficiaries, then that secondary beneficiary's share shall go to his or her child or children in equal shares, subject to distribution as hereafter outlined.

### PROPERTY

10. Grantors hereby give all of their real and personal property into trust, wherever situated and of whatever kind, including but not limited to such property or properties as listed hereafter under Schedule A, attached hereto and make a part herein by incorporation by reference as though set forth fully herein, and including such subsequent Schedules as may hereafter follow, into trust. Grantors gives such listed properties in trust to the Trustee, to be held and used and distributed in accordance with the terms and conditions herein given.

*a) The situs of the Trust Estate may be transferred to any other place as the Trustee may deem best and may appoint a new Trustee and may resign. Any institutional Trustee may delegate its duties and all trustee powers, whether discretionary or ministerial, to such person or persons within its employ and control.*

*b) If Grantors shall move and reside in another state, then the laws of the State of Indiana shall control.*

11. In the event that any child or children of the secondary beneficiaries shall be entitled to any shares under this trust, the Trustee shall make distributions as follows:

- a) The share of any such child who is yet a minor, shall be held in trust for the use of that child's college education. Trustee is instructed to pay the tuition, including room and board, of such child, through college, using only the sums established as being that child's share and no more. On graduation, that child shall be entitled to receive the balance of his or her share remaining.*
- b) In the event any such child who is yet a minor chooses not to attend college, then that child's share shall be held in trust until said child reaches the age of twenty-five (25), at which time that child's share shall be paid in full to the child, less any costs of administration of the trust, including taxes.*

c) *Neither 11(a) or 11(b) shall be applicable if the child, on reaching his age of majority, shall be in dire need of the monies in this trust, in which case, the Trustee is entitled to make a determination as to the need, and make either a limited or full distribution to the child immediately. If any part is held back, sub paragraphs 11(a) or (b) shall be applicable, and this paragraph shall still be applicable. The Trustee is hereby given full discretion for performance of the duties herein and cannot be sued or otherwise held liable for his or her decisions.*

12. All properties brought into trust by reason and operation of testamentary devise is to be liquidated and/or distributed to the secondary beneficiaries *per stirpes*, consistent with the terms and conditions as stated herein or specific gifts distributed to designated individuals, unless otherwise stated. The term *per stirpes* shall be taken to mean the same as is applicable under the Will of the Grantors and as that term is generally taken to mean, legally.

13. All specific gifts made to specific person or persons shall be designated by naming such person or persons somewhere within the trust instrument, preferably within the particular Schedule where the gift is named. The mere naming someone other than a Grantor as being entitled to a specific gift within the Schedules does not entitle that person to receive that property excepting on the following conditions: (1) the death of the survivor of the Grantors; and (2) the continued ownership and existence of that property by the trust at the death of the survivor of the Grantors. It is understood that the Grantors may in fact have a need for a particular item that is otherwise designated to a particular secondary beneficiary and that item may be used, sold or otherwise diminished in value and substance by the Grantors individually or together, without penalty and without recourse by the named secondary beneficiary. If payments are to be made to an incompetent, the incompetency being minority or mental, then the Trustee may make or withhold such payment or payments as deemed prudent and needful without liability.

14. This trust shall terminate upon the following conditions:

**Upon the death of the survivor of grantors, after the proper administration of the trust by the Trustee, and provided there are no minor beneficiaries whose shares must continue to be held in trust, or the use and/or distribution of all assets of the trust.**

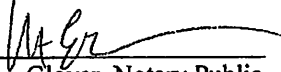
a) *Irrespective of any other provision of this agreement, if any share of the Trust estate should still be held in trust at the expiration of a period of 21 years after the death of the survivor the beneficiaries of this trust in being at the time of the creation of this trust, then that share or shares shall immediately vest in and be distributed to the income beneficiaries in proportion to their respective interests herein.*



Dated 3-15-17

Notarial Statement

Before me, a Notary Public in and for the state of Indiana, county of Lake, on the 15 day of March 2017, personally appeared Dick Norris and Patricia Norris and acknowledged their signatures hereto.



Voyle A. Glover, Notary Public  
My commission expires 7-20-2024  
Resident of Lake County

Dick Norris  
Dick Norris

Patricia Norris  
Patricia Norris



VOYLE A. GLOVER  
Lake County  
My Commission Expires  
July 20, 2024

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**STOP**

