

NOT AN OFFICIAL DOCUMENT

GINA PIMENTEL
RECORDER
2023-009917
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD 8:51 AM 2023 Apr 5

Please send all tax bills to:

PARCEL NO. 45-12-01-354-004.000-018

Ta'Shika Andrews
7347 White Oak Ave
Hammond, IN 46324

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

TITLE PASSAGE AFFIDAVIT

The Affiant, Ta'Shika Andrews, being first duly sworn, upon an oath deposes and says as follows:

The Affiant is surviving granddaughter of Stewart E. Andrews and Genevieve M. Andrews , deceased (hereafter, "Grandparents").

Stewart E. Andrews and Genevieve M. Andrews acquired title to the following described real property situated in Lake County, Indiana, to-wit:

Commonly Known As: 307 Rutledge Street, Gary, Indiana 46404

Legally Described As: The North 38 feet of Lot 13 and the South 2 feet of Lot 14, in Block 13, in Gary Land Company's Fifth Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 15, page 3 1/2, in the Office of the Recorder of Lake County, Indiana.

Parcel No. 45-08-05-179-002.000-004

(referred to hereinafter, the "Real Property," but the tax parcel number and property address are provided for informational purposes only and are not part of the description of the Real Property) by Warranty Deed dated February 28, 1969, and recorded February 28, 1969, as Document Number #7450 the "Warranty Deed").

On July 1, 2003, Stewart E. Andrews and Genevieve Andrews, a married couple, transferred their interest to a revocable living trust of which the grantors were both the settlors and beneficiaries. Stewart E. Andrews and Genevieve Andrews were also the Trustees of the Stewart E. Andrews and Genevieve M. Andrews Revocable Living Trusts, established July 1, 2003.

After a diligent search, your affiant has been to locate an unsigned copy of the Stewart E. Andrews and Genevieve M. Andrews Revocable Living Trust, established July 1, 2003. A copy of the unsigned trust is attached here as Exhibit A.

Page 11 of the Trust instrument calls for the property to be distributed to Gregory A. Andrews.

FILED

APR 3 2023

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

Handwritten notes: "25", "0323", and a signature.

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The Quit Claim Deed reserved a life estate unto Stewart E. Andrews and Genevieve M. Andrews, who resided at 307 Rutledge, Gary, Indiana. The Quit Claim Deed was then recorded by the Office of the Recorder of Lake County, Indiana (hereinafter the "Recorder"), on July 7, 2003, as Document Number 2003 - 069914.

The Quit Claim Deed is the most recent instrument recorded in the Office of the Recorder of Lake County, Indiana (hereafter, the "Recorder"), and the Affiant requests that the Recorder index this Affidavit to the Quit Claim Deed with respect to the Real Property, and it is the most recent instrument responsible for conveying title to the Real Property.

Stewart E. Andrews died on July 12, 2006. *Please see attached as Exhibit B Certificate of Death.*

Genevieve M. Andrews died on April 14, 2020. *Please see attached Exhibit C Certificate of Death.*

Stewart E. Andrews and Genevieve M. Andrews had one child, Gregory Andrews. Gregory Andrews died August 20, 2010. *Please see attached Exhibit D Certificate of Death.*

Gregory Andrews has two children, your affiant Ta'Shika Andrews and her brother, Brandon Andrews.

Gregory Andrews' children, Ta'Shika Andrews and Brandon Andrews are the only grandchildren of Stewart E. Andrews and Genevieve M. Andrews and are therefore your heirs-at-law (hereinafter, the heirs-at-law are referred to as the "Heirs").

At the time of his death, Gregory had no surviving spouse. At the time of her death, Genevieve M. Andrews had no surviving spouse.

Title to the Real Property was immediately vested in the Heirs as tenants in common upon Genevieve's death by operation of the law under IC 29-1-7-23, subject to the power of a personal representative to divest title under the requirements of IC 29-1-7-15.1.

Genevieve died intestate leaving only her grandchildren, the Affiant and Brandon Andrews.

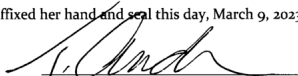
No petition was ever filed for probate of a will and for issuance of letters testamentary, for appointment of an administrator with the will annexed, or for the appointment of an administrator under IC 29-1-7-5 has ever been filed after Genevieve's death, nor did the Clerk ever issue letters testamentary or letters of administration after Genevieve's death, so the power of a personal representative to divest title expired automatically as a matter of law under IC 29-1-7-15.1(b), and title is now invested indefeasibly in the Heirs as follows:

Name	Relationship	Address	Percentage
Ta'Shika Andrews	Genevieve's Granddaughter	7347 White Oak Ave Hammond, IN 46324	50%
Brandon Andrews	Genevieve's Grandson	2054 Handley Street, #227 Gary, Indiana 46404	50%

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This affidavit is made for the purpose of establishing the facts herein contained and to reflect the Lake County Auditor and Recorder's prior and accurate transfer of the Real Property to the names of Ta'Shika Andrews and Brandon Andrews in the Lake County Auditor and Recorder's real property transfer records.

IN WITNESS WHEREOF, the Affiant has affixed her hand and seal this day, March 9, 2023.


Ta'Shika Andrews

STATE OF INDIANA) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, this day, March 9, 2023, personally appeared Ta'Shika Andrews, who swore to the truth of the representations contained herein and acknowledged the execution of the above and foregoing Title Passage Affidavit to be her free and voluntary act and deed.

Dated this 9th day of March, 2023.

Notary Signature:

County of Residence:

My commission expires:



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.

This instrument prepared by:

Michelle Wendlinger, Funk & Wendlinger, 24 E. Lincoln Highway, Schererville, Indiana 46375.

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Public Lake County Recorder

THE STEWART E. ANDREWS AND GENEVIEVE M. ANDREWS

REVOCABLE LIVING TRUST AGREEMENT

DATED: _____, 2003

BETWEEN: STEWART E. ANDREWS AND GENEVIEVE M. ANDREWS
AS SETTLORS

AND: STEWART E. ANDREWS AND GENEVIEVE M. ANDREWS
AS TRUSTEES

Stewart E. Andrews and Genevieve M. Andrews, residents of the State of Indiana, City of Gary, County of Lake, do hereby establish a Trust upon the conditions and for the purposes hereafter set forth.

ARTICLE ONE

Section 1.01. Trust Estate (Initial)

This Revocable Trust is formed to hold title to real and personal property for the benefit of the Settlers of this Trust and to provide for the orderly use and transfer of those assets upon the death of the Settlers. The "Trust Estate" is defined as all property, transferred or conveyed to and received by the Trustee, held pursuant to the terms of this instrument. The Trustee is required to hold, administer, and distribute this property as provided in this Trust Agreement.

Section 1.02. Definitions

As used in this Trust Agreement,

- The term "husband" shall mean Stewart E. Andrews.
- The term "wife" shall mean Genevieve M. Andrews.
- The term "Settlor" shall refer individually and collectively to Husband and wife.
- The term "descendant" shall mean the lawful issue of a deceased parent in the line of descent but does not include the issue of any parent who is a descendant of the deceased *in question* and is living at the time of his or her death.
- The terms "child" and "descendant" include any issue born to decedent or legally adopted by the decedent or a posthumous child of a decedent, and a posthumous child is to be considered as living at the time of his or her parent's death. Settlor's child is Gregory Andrews.

- In addition, any person or persons may designate this Trust as the Beneficiary, Primary or Contingent, of death benefits, whether insurance benefits, pension benefits, or other benefits. Until such benefits mature, the Trustee shall have no responsibility with respect to those benefits.

Section 1.05. Appropriation

The Trustee of the Trust is directed to appropriate receipts and expenditures of the types described below between principal and income as follows:

- Whenever the principal, or any part thereof, of the trust property is invested in securities purchased at a premium or at a discount, any premium will be charged against principal and any discount will be credited to principal;
- Any stock dividends and rights to purchase additional stock issued on securities held in trust will be treated as principal, but all other dividends, except liquidating distributions, will be treated as income; and
- The amount of any applicable depletion allowance for federal income tax purposes will be treated as income.

Section 1.06. Separate Property to Remain Separate

All property that a Settlor transfers to the Trustee pursuant to this instrument which was community property, quasi-community property, or separate property at the time of the transfer shall remain, respectively community property, quasi-community property, or the separate property of the Settlor transferring such property to the Trust.

Community and quasi-community property transferred to the Trustee by the Settlers shall be their community property, and treated as such. This property, so invested and reinvested, together with the rents, issues and profits therefrom (hereinafter referred to as "the Community Estate or the "Community Property") shall retain its character as community property during the joint lifetimes of the Settlers in spite of any change in the situs of the Trust, subject, however, to the provisions of this Agreement.

Section 1.07. Discretionary Termination

The Trustee may terminate any trust when, in the opinion of the Trustee, the principal is reduced to such an extent that it is not in the best interest of the Beneficiary or Beneficiaries to continue the trust. The judgment of the Trustee with respect to this decision to terminate will be final and not subject to judicial review. If the Trustee terminates a trust according to this Section, the date the trust terminates will be deemed the date fixed for termination of the trust, and the Trustee will distribute the assets of the terminating trust to the Beneficiary or Beneficiaries pursuant to this Agreement.

- The term "survives" or "surviving", unless otherwise indicated herein, shall be construed to mean surviving the decedent for at least sixty (60) days. If the person referred to dies within sixty (60) days of the death of the decedent, the reference to him or her will be construed as if he or she had failed to survive the decedent; provided, however, that any such person will have during such period the right to the use and the enjoyment as a life tenant of all property in which his or her interest will fail by reason of death during such period.
- The term "issue" will include all natural and adopted children, if applicable, and descendants and those legally adopted into the line of descent.
- The term "per stirpes" means strict per stirpes and does not mean per capita with representation. Beneficiaries entitled to take under a "per stirpes" clause will include both natural and adopted children and their descendants.
- The term "Trust Assets" and "Trust Estate" include all assets of any trust created hereunder and income derived from such assets and all proceeds of any description derived from the sale, exchange or other disposition of such assets.
- When required to give reasonable effect to the context in which used, pronouns in the masculine, feminine or neuter gender include each other, and nouns and pronouns in the plural or singular number include each other.

Section 1.03. Trustee Designation

Husband and wife are hereby designated as Co-Trustees. The Co-Trustees shall serve jointly and severally and either shall have full authority to act for the Trust independently. Should either husband or wife become unable because of death, incapacity, or other cause, to serve as a Co-Trustee, or should either resign as Co-Trustee before the natural termination of this Trust, the remaining Co-Trustee, husband or wife, shall thereafter serve as sole Trustee. The term "Trustee" as used in this Trust Agreement shall refer collectively to husband and wife so long as they serve as Co-Trustees, to the spouse who serves as the sole Trustee, and/or to any successor Trustee who assumes the role of Trustee. These Trustees shall serve in the order as provided in Section 9.01 of this Trust Agreement.

Section 1.04. Additions to Trust Properties

- The Trustee, at any time during the continuance of this Trust in his or her sole discretion after consideration of the possible tax consequences to all concerned, is authorized to receive into the Trust additions of cash and other properties from any source whatsoever, whether by gift, will, or otherwise. However, the Trustee shall accept all assets which any person or persons may give, devise, or bequest by Last Will and Testament to this Trust, and shall accept all assets transferred to this Trust pursuant to the provisions of any other Trust document or documents.

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Section 1.08. Amendment and Revocation

At any time during the joint lives of the Settlers, jointly as to community property and individually as to separate property, the Settlers may, by a duly executed instrument filed with the Trustee:

- Amend this Trust Agreement in any manner; and/or
- Revoke this Trust Agreement in part or in whole. If the Trust Agreement is revoked in whole, the Trustee shall transfer title to all Trust property of every kind and descriptive back into the individual names of the Settlers. The instrument of amendment or revocation shall be effective immediately upon its proper execution by the Settlers, but until a copy has been received by a Trustee, that Trustee shall not incur any liability or responsibility either (i) for failing to act in accordance with such instrument or (ii) for acting in accordance with the provisions of this Trust Agreement without regard to such instrument.
- Withdraw from the Trust Estate all or any part of the principal and accumulated income of the Trust to satisfy liabilities lawfully incurred in the administration of the Trust.

Section 1.09. Revocation or Alteration by Settlor Alone

The rights of revocation, withdrawal, alteration and amendment reserved in this Article must be exercised by the Settlor, and may not be exercised by any other person, including an agent, a guardian or a conservator.

Section 1.10. Inevitability

Except as otherwise provided on the death of either Settlor, the designation of Beneficiaries of specific gifts in this Trust shall become inevitable, and not subject to amendment or modification.

Section 1.11. Settlor Powers

The surviving Settlor shall be the Trustee unless and until he or she resigns in writing, or is deemed incompetent under the terms provided herein. The surviving Settlor shall retain all absolute rights to discharge or replace any successor Trustee of any portion or share of the Trust which is revocable by the surviving Settlor, so long as the Trust is competent.

Section 1.12. Catastrophic Illness

If both Settlers are living and a catastrophic illness affects one of the Settlers, then the Trust Estate shall be divided into the separate property of the respective Settlers. Such

Exhibit A

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decision shall be made so as to preserve the Estate of the Settlor not so affected by the catastrophic illness. A catastrophic illness is one which is reasonably anticipated to extend for a period of six months or longer, and which renders the affected Settlor incapacitated or in need of full time care.

If incompetent, a Settlor may make the determination to divide the Trust Estate in accordance with these provisions. If the Settlor affected by the catastrophic illness is not competent to manage his or her affairs, then the division shall be made by the person designated as the affected Settlor's Attorney-in-Fact in his or her Durable Power of Attorney, or by a court appointed conservator of the affected Settlor. The division of the property of the Trust Estate shall apportion to each Settlor his or her separate property and one-half of the community property. From and after the division, the share of the Trust Estate set aside for each Settlor shall be his or her sole and separate property for all purposes, and, if that property remains part of the Trust Estate, subject to the terms and conditions set forth within this Trust Agreement.

ARTICLE TWO

Section 2.01. Trust Income

During the joint lives of the Settlers, the Trustee shall at least annually, unless otherwise directed by both Settlers in writing, pay to or apply for the benefit of husband and wife, all of the net income from the Trust Estate in the same proportions as each of the spouse's respective interests in the Trust Estate.

Section 2.02. Protection of Settlor in Event of Incapacity

During the joint lives of the Settlers, should either Settlor become incapacitated as defined in Section 2.03 below, the Trustee may, in the Trustee's absolute discretion, pay income and principal for the benefit of the incapacitated Settlor, and may pay to or apply for the benefit of that Settlor such sums from the net income and from the principal of the Settlor's separate Estate as the Trustee, in the Trustee's absolute discretion, believes is necessary or advisable for the medical care, comfortable maintenance, and welfare of the Settlor.

Section 2.03. Incapacity

In the event that any Trustee or any Beneficiary hereinafter comes into possession of any of the following:

- A jurisdictionally applicable court order holding the party to be legally incapacitated in all of his or her own behalf and appointing a guardian or conservator to act for him or her, or
- Written certificates which are duly executed, witnessed, and acknowledged of two licensed physicians, each certifying that the physician has examined the

also determine to reduce the separate and/or community share of the said Settlor which is subject to his or her power of revocation to a point which will enable the said Settlor to qualify for Medicaid payments under Title XIX of the Social Security Act or any subsequent modification thereof or successor provisions thereto by waiving, releasing and relinquishing any and all power in the said Settlor in, after, and/or revoke the provisions of this Trust Declaration with respect to the portion of the affected Settlor's separate and/or community property to which such waiver, release and relinquishment is to apply.

b) In the event of such release by a Settlor of his power to alter, amend or revoke the Trust, then as to the property affected thereby such Settlor shall automatically forfeit all rights or entitlement on the part of such Settlor to any portion of either the principal or the income thereof.

c) If the value of the affected share should exceed the amount of the exemption equivalent available by reason of the said Settlor's unused Unified Tax Credit under the Internal Revenue Code or any successor or modified version thereof, the Trustee shall pay, from the Trust Estate the amount of any Gift Tax liability thereby incurred.

ARTICLE THREE

Section 3.01. Provisions After First Death

On the death of either Settlor leaving the other Settlor surviving him or her, the Trustee shall collect all insurance proceeds payable to the Trustee by reason of such death, and all bequests and devises distributable to the Trust Estate.

Section 3.02. Tangible Personal Property

On Settlor's death, trustee shall distribute any of Settlor's tangible personal property, together with any insurance policies covering such property and claims under such policies, to Settlor's spouse, if Settlor's spouse survives Settlor. If Settlor's spouse does not survive Settlor, the trustee shall distribute such property in accordance with a memorandum directing the disposition of such property which Settlor may leave at Settlor's death. Trustee shall distribute such property not disposed of by such memorandum, except such property used in any trade or business in which Settlor may have an interest, to Settlor's children but not to their issue, in shares of substantially equal value, to be divided among Settlor's children as they, and such other person as trustee may select to represent any child of Settlor believed by trustee to be incapable of acting in his or her own best interests, shall agree. In case Settlor's children and such other person do not agree upon the division of such property within 3 months after Settlor's death, trustee shall make the division. All expenses of storing, packing, shipping, delivery, insurance or of sale shall be paid as expenses of administration.

person and has concluded that, by reason of accident, mental deterioration, or other cause, such person has become incapacitated and can no longer act rationally and prudently in his or her own financial best interests, or

c) Evidence which such Trustee or Beneficiary deems to be credible and currently applicable that a person has disappeared, is unaccountably absent, or is being detained under duress, and that he or she is unable to effectively and prudently look after his or her own best interests, then in that event and under those circumstances:

- Such person is deemed to have become incapacitated, as that term is used in this Trust Agreement, and
- Such incapacity is deemed to continue until such court order, certificates, and/or circumstances are implausible or have been revoked.

A physician's certificate to the effect that the person is no longer incapacitated shall revoke a certificate declaring the person incapacitated. The certificate which revokes the earlier certificate may be executed either (i) by the originally certifying physician or (ii) by two other licensed, board certified physicians. No Trustee shall be under any duty to institute any inquiry into a person's possible incapacity. The reasonable expense of any such inquiry shall be paid from the Trust Assets.

Section 2.04. Principal Invasion

During the joint lives of the Settlers, should the net income of assets contained in this Trust be insufficient to provide for the care, maintenance or support of the Settlers as herein defined, the Trustee may, in the Trustee's sole and absolute discretion, pay to or apply for the benefit of the Settlers or either of them, or any of their dependents, such amounts from the principal of the Trust Estate as the Trustee deems necessary or advisable for the care, maintenance or support of the Settlers.

Section 2.05. Residence

If the Settlor's residence property is a part of the Trust, the Settlor shall have possession of and full management of the residence and shall have the right to occupy it rent free. Any expenses arising from the maintenance of the property and from all taxes, liens, assessments, and insurance premiums are to be paid from the Trust to the extent that assets are available for payment. It is the intent of the Settlers to retain all homestead rights available to them under the applicable state law.

Section 2.06. Provisions for Title XIX

a) If competent, any Settlor may, or if not competent, another Settlor or the Settlor's duly appointed Attorney-in-Fact under his or her Durable Power of Attorney or a court-appointed Conservator of the estate of the affected Settlor may

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Section 3.03. Control of Assets

The surviving spouse may, at any time by written notice, require the Trustee either to make any nonproductive property of this Trust productive or to convert productive property to nonproductive property, each within a reasonable time. The surviving spouse may further require the Trustee to invest part or all, of this share of Trust Assets for the purpose of maximizing income rather than growth, or growth rather than income.

Section 3.04. Invasion Into Shares

Upon the death of either Settlor, if the deceased Settlor is survived by the other Settlor, the trust estate, including any additions made by reason of the deceased Settlor's death, shall be divided into two equal shares.

The Trustee, in its sole discretion, may defer the division or distribution of the trust estate until six months after the deceased Settlor's death. If the division or distribution of the trust estate is so deferred, the deferred division or distribution shall be made as if he had taken place at the time prescribed above, and all rights given to the beneficiaries under the provisions of this Agreement which follow shall be considered to have accrued and vested as of that prescribed time.

The first such share ("Share A") shall be paid or distributed, or held in further trust, as the surviving Settlor from time to time may direct. It is the intention of the Settlers that the surviving Settlor shall have absolute control over the disposition of Share A. The second share ("Share B") shall be held as beneficiary provided in this Agreement.

Section 3.05. Marital Deduction Trust

If either of the Settlers survives the other, the Trustee shall set apart and hold as a separate trust (the "marital deduction trust") the assets referred to as Share B in Section 3.04 above. The Trustee shall hold, manage, invest and reinvest the assets of this marital deduction trust, shall collect the income therefrom, and shall pay the net income to or for the benefit of the surviving Settlor, in convenient installments but at least quarterly annually.

In addition, the Trustee may pay to or for the benefit of the surviving Settlor, for the health, education, maintenance or support of the surviving Settlor, any part or all of the principal of this trust, as the Trustee may determine in its sole discretion, without considering other resources available to the surviving Settlor. The surviving Settlor shall have the right to demand and receive from the principal of this trust in each of its fiscal years the greater of \$5,000 or five percent of the fair market value of such principal determined as of the last day of such fiscal year. Such right shall lapse to the extent it is not exercised in any year. Any commutation payable with respect to principal as withdrawn shall be charged against such principal.

Except to the extent that other trust assets are not sufficient, the Settlers direct that there shall not be allocated to this marital deduction trust any asset or the proceeds of any

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asset (i) with respect to which any tax credit or deduction shall be available because it or the proceeds therefrom shall be subject to both Federal estate and income tax, or (ii) with respect to which any estate or death taxes are paid by any foreign country or any possession or subdivision thereof, or (iii) which does not qualify for the marital deduction. In the event other assets are not sufficient to fund this trust, such insufficiency shall be satisfied by allocating to said trust assets in the order enumerated above.

The surviving Settlor shall have the right to require a sale by the Trustee of any assets of this marital deduction trust which do not produce a reasonable income for the surviving Settlor, and to require the reinvestment of the net proceeds of such sale in assets which produce a reasonable income.

The executor, administrator or legal representative of the estate of the deceased Settlor shall be authorized to qualify all or any part of this trust for the State and Federal estate tax marital deduction, without liability to any person for doing so.

It is the Settlor's intention that this trust qualify for the marital deduction under Section 2056 of the Internal Revenue Code and the regulations pertaining to that Section or any substitute provisions applicable to the trust estate. In no event shall the Trustee take any action or have any power that will impair the marital deduction, and all provisions of this Agreement regarding this marital deduction trust shall be interpreted to conform to that primary objective.

Upon the death of the surviving Settlor, any accrued income shall be paid to the estate of the surviving Grantor and the remaining principal of this trust shall be held, administered and disposed of in accordance with the dispositive provisions of this agreement.

Section 3.06. Power to Appoint Agents

The surviving spouse shall have the right to retain an accountant and/or attorney at law for professional services on behalf of the Trust Estate or Estate herein. The surviving spouse shall not be responsible for the acts of such agents beyond his or her obligation to use reasonable care in the selection of such agents.

Section 3.07. Maximum Marital Deduction

Except as otherwise expressly stated herein, the term "maximum marital deduction" shall not be construed as a direction by the deceased Settlor to exercise any election respecting the deduction of estate administration expenses, the determination of the Estate tax valuation date, or any other tax election which may be available under any law, laws, only in such manner as will result in a larger allowable Estate tax marital deduction than if the contrary election had been made.

Section 3.08. Trust Income After the First Death

discretion may determine, the expenses of the Surviving Settlor's last illness, funeral, burial and any inclusion of any portion of the Trust Estate or Estate herein. The surviving spouse for the purposes of any such tax, unless the Successor Trustee(s) in his, her or their absolute discretion determines that other adequate provisions have been made for the payment of such expenses and taxes.

Section 4.04. Trust Income and Principal Distribution

The Successor Trustee(s) shall apply and distribute the net income and principal of each of the shares of the resulting Trust Estate (consisting of the Family Trust and the Marital Trust, subject to paragraph 4.02 above) set aside for the benefit of the Settlor's named beneficiaries as follows:

Beneficiaries and their share of the Trust Estate

- (a) The Trustee shall distribute to my grandchildren, Tashika Andrews and Brandon Andrews the real estate located at 1229 Johnson Street, Clay, Indiana.
- (b) The Trustee shall distribute the balance of the Residuary Estate to the Settlor's son Gregory A. Andrews.
- (c) If any of the above Beneficiary, or any other Beneficiary, is under the age of 25 years when the distribution is to be made, the Beneficiary's share shall vest in interest indefeasibly but the Trustee may, in his or her discretion, continue to hold that share as a separate trust for such period of time as the Trustee deems advisable, but not to extend beyond the 25th birthday of the Beneficiary. In the meantime, the Trustee is to use as much of the income and principal for the education, comfortable support, maintenance and health of the Beneficiary as the Trustee determines is required. When the Beneficiary reaches the age of 25 years, the Trustee shall distribute to that Beneficiary one hundred percent (100%) of the then balance of the principal of his or her share of the Trust Estate.
- (d) If the Settlor's Beneficiaries and their children should fail to survive the final distribution of the Trust Estate, all of the Trust Estate not disposed of as hereinabove provided shall be distributed as provided for in this Trust Agreement.

Section 4.05. Principal of Representation

Each share of the Family Trust set aside for the benefit of the surviving issue of a deceased child of the Settlor, as hereinabove provided, shall be distributed to the surviving issue of such deceased child on the principal of representation.

Section 4.06. Trust Termination

Following the death of either Settlor and until the death of the surviving Settlor, the Trustee shall at least annually pay to or apply for the benefit of the surviving Settlor all of the net income from the Trust Estate.

Section 3.09. Simultaneous Death

In the event that the two Settlers should die under circumstances in which the order of their deaths cannot be determined, then, in respect to the administration of the separate property of each Settlor (and in respect to the administration of one-half of any community property or quasi-community property) each Settlor shall for purposes of the marital deduction gift be considered to have been survived by his or her spouse.

Section 3.10. Last Expenses

On the death of the first of the Settlers to die, the Trustee shall pay from the Trust the expenses of the deceased Settlor's last illness, funeral, burial, and any inheritance, estate or death taxes that may be due by reason of the Settlor's death, unless the Trustee in his or her absolute discretion determines that other adequate provisions have been made for the payment of such expenses and taxes. All death taxes upon property not passing under this Agreement shall be apportioned to the named beneficiary by law.

ARTICLE FOUR

Section 4.01. Second Death

On the death of the last Settlor to die (the "Surviving Settlor"), the principal of the Marital Trust and any accrued or undistributed net income from the principal of the Marital Trust shall be distributed by the Successor Trustee(s) in such a manner and to such persons, including the estate, the Surviving Settlor shall appoint and direct by specific reference to this Power of Appointment in his or her Last Will admitted to probate by a court of competent jurisdiction.

Section 4.02. Combining of the Marital Trust and the Family Trust

Should the Surviving Settlor fail to exercise effectively, in whole or part, the Power of Appointment described in Section 4.01 of this Declaration, the unappointed portion of the principal of undistributed net income from the principal of the Marital Trust shall be added to the principal of the Family Trust and shall be held, administered and distributed by the Trustee in the same manner as if they had been pursuant to the provisions of this Declaration, originally included in the principal of the Family Trust.

Section 4.03. Payment of the Second Death Expenses

On the death of the Surviving Settlor, the Successor Trustee(s) shall pay either from the income or principal of the Marital Trust or partly from the income and partly from the principal of the Marital Trust, as the Successor Trustee(s) in his, her or their absolute

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Unless sooner terminated as otherwise provided herein, all of the Trusts provided therein shall terminate on the death of the last survivor of the Settlers and their children living at the date that any of the Trusts created hereunder first become irrevocable.

Section 4.07. Simultaneous Death

Section 29-2-14-1 of the Indiana Code shall not apply to the distribution of your Estate regardless of the order of deaths of the Settlers. Furthermore, if Trustors should die under such circumstances that the order of death cannot be established by proof, it shall be presumed for all purposes that Genevieve M. Andrews survived Stewart E. Andrews.

Section 4.08. Personal Effects

At the death of both of the Settlers, the Trustee shall distribute all of the Settlers' personal effects or other assets, including any contents of the Settlor's residences, to the persons named as beneficiaries of this Trust as part of the entire trust estate.

ARTICLE FIVE

Section 5.01. Non-Income Producing Property

During the joint lives of the Settlers, the Trustee is authorized to retain in the Trust for so long as the Trustee may deem advisable, any property received by the Trustee from the Settlers, whether or not such property is of the character permitted by law for the investment of Trust funds.

Section 5.02. Trustee Powers

The Trustee shall have all powers conferred upon a trustee by law for the orderly administration of the Trust Estates. The Trustee is further authorized to sign, deliver and/or receive any documents necessary to carry out the powers contained within this Section.

Section 5.03. Specific Powers of Trustee

In addition, the Trustee will have the following specific powers:

- a) Trust Estate - The Trustee may leave invested, any property coming into its hands hereunder in any form of investment, even though the investment may not be of the character of investments permitted by law's opinion, without liability for loss or depreciation in value. The Trustee may sell, exchange, or otherwise dispose of and reinvest property which may at any time be a part of the Trust Estate upon such terms and conditions as the Trustee may deem advisable. The Trustee may invest and reinvest the Trust Assets from time to time in any property, real, personal, or mixed, including without limitation securities of domestic and foreign

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corporations and investment trusts or companies, bonds, debentures, preferred stocks, common stocks, mortgages, mortgage participations, and interests in common trust funds, all with complete discretion to convert realty into personalty or personalty into realty or otherwise change the character of the Trust Estate, even though such investment (by reason of its character, amount, proportion to the total Trust Estate, or otherwise) would not be considered appropriate for a fiduciary agent from this provision, and even though such investment caused part or all of the total Trust Estate to be invested in investments of one type or of one business or company.

b) **Holding Property** - The Trustee may hold property in the Trustee's name, as trustee, or in the name of a nominee without disclosing the Trust.

c) **Release of Power** - If the Trustee deems it to be in the best interest of the Trust and its beneficiaries, the Trustee, by written instrument signed by such Trustee, will have the power and authority to release, discharge or restrict the scope of any power or discretion granted in this Trust Agreement or implied by law.

d) **Agents, Employees** - The Trustee may employ one or more agents to perform any act of administration, whether or not discretionary, including attorneys, auditors, investment managers or others, as the Trustee shall deem necessary or advisable. The Trustee may compensate agents and other employees, and may delegate to them any and all discretions and powers.

e) **Leases** - The Trustee may lease any Trust Assets generally or for oil, gas and mineral development, even though the lease term may extend beyond the term of the trust of which the property is a part. The Trustee may enter into any covenants and agreements relating to the property so leased or any improvements which may then or thereafter be erected on such property.

f) **Common Funds** - The Trustee may hold any of the Trust Assets in a common fund with property from other trusts and to make investments jointly with any other trust, the property of which is included in the common fund.

g) **Securities** - With respect to securities held in the Trust Estate, including but not limited to, the power to vote, give proxies, and to pay assessments and other sums deemed by the Trustee necessary for the protection of the Trust estate; to participate in voting trusts, foreclosures, reorganizations, consolidations, mergers and liquidations, and in connection therewith to deposit securities with and transfer title to any depository or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscriptions or conversion rights and to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitations elsewhere in this instrument relative to investments by the Trustee.

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businesses in which we have an interest at the time of our death for so long as the Trustee may, in its sole discretion, consider necessary or desirable, whether or not the business is conducted by us at the time of our death individually as a partnership or as a corporation wholly owned or controlled by us, with full authority to sell, settle and discontinue any of them when and upon such terms and conditions as the Trustee may, in its sole discretion, consider necessary or desirable.

j) **Retain Property for Personal Use** - The Trustee may retain a residence or other property for the personal use of a beneficiary and to allow a beneficiary to use or occupy the retained property free of rent and maintenance expenses.

k) **Dealings with Third Parties** - The Trustee may deal with any person or entity regardless of relationship or identity of any trustee or of with-third person or entity and may hold or invest all or any part of the Trust Estate in common or undivided interests with that person or entity.

l) **Partitions, Divisions, Distributions** - The Trustee will have the power to make all partitions, divisions, and distributions contemplated by this Trust Agreement. Any partitions, divisions, or distributions may be made in cash, in kind, or partly in cash and partly in kind, in any manner that the Trustee deems appropriate (including composing shares differently). The Trustee may determine the value of any property, which valuation will be binding on all beneficiaries. No adjustments are required to compensate for any partitions, divisions, or distributions having unequal consequences to the beneficiaries.

m) **Claims, Controversies** - The Trustee may maintain and defend any claim or controversy by or against the Trust without the joinder or consent of any beneficiary. The Trustee may commence or defend on the expense of the Trust any litigation with respect to the Trust or any property of the Trust Estate as the Trustee may deem advisable, and may employ, for reasonable compensation, such counsel as the Trustee shall deem advisable for that purpose.

n) **Merger of Trusts** - If at any time the Trustee of any trust created hereunder shall also be acting as trustee of any other trust created by trust instrument or by trust declaration for the benefit of the same beneficiary or beneficiaries and upon substantially the same terms and conditions, the Trustee is authorized and empowered, if in the Trustee's discretion such action is in the best interest of the beneficiary or beneficiaries, to transfer and merge all of the assets then held under such trust created pursuant to this Trust Agreement to and with such other trust and thereupon to terminate the trust created pursuant to this Trust Agreement. The Trustee is further authorized to accept the assets of any other trust which may be transferred to any trust created hereunder and to administer and distribute such assets and properties so transferred in accordance with the provisions of this Agreement.

b) **Purchases from Estate** - The Trustee may purchase property of any kind from the executor or administrator of our estates.

i) **Lending** - The Trustee may make loans, secured or unsecured, to the executor or administrator of our estates, to any beneficiary of the Trust or to the Trustee. Further, the Trustee may use Trust Assets to guarantee obligations of any income beneficiary of the Trust (unless such beneficiary is serving as trustee).

j) **Distributions in or for Beneficiaries** - The Trustee may make any distribution contemplated by this Trust Agreement (1) to the beneficiary, (2) if the beneficiary is under a legal disability or if the Trustee determines that the beneficiary is unable to properly manage his or her affairs, to a person furnishing support, maintenance or education for the beneficiary or with whom the beneficiary is residing, for expenditures on the beneficiary's behalf, or (3) if the beneficiary is a minor, to a trustee of an existing trust established exclusively for the benefit of such minor, whether created by this Trust Agreement or otherwise, or to a custodian for the beneficiary, as selected by the Trustee. Alternatively, the Trustee may apply all or part of the distribution for the beneficiary's benefit. Any distribution under this paragraph will be a full discharge of the Trustee with respect thereto. On any partial or final distribution of the Trust Assets, the Trustee may apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests in the manner deemed advisable at the discretion of the Trustee and to sell any property deemed necessary by the Trustee to make the distribution. The Trustee may distribute gifts of up to \$10,000.00 per person per donee out of principal or income.

k) **Insurance** - The Trustee may purchase new life insurance and to pay the premiums on existing life insurance on the life of any trust beneficiary and to purchase annuities (either commercial or private) from any corporation, trust or individual; and to procure and pay the premiums on other insurance of the kinds, forms and amounts deemed advisable by the Trustee to protect the Trustee and the Trust Estate.

l) **Borrowing** - The Trustee may borrow money from the Trustee and others, and to secure the repayment thereof by mortgaging or pledging or otherwise encumbering any part or all of the Trust assets and, in connection with the acquisition of any property, to assume a liability or to acquire property subject to a liability.

m) **Repairs** - The Trustee may make ordinary and extraordinary in buildings or other Trust Assets.

n) **Receivers** - The Trustee may establish such receivers out of income for taxes, assessments, repairs and maintenance as the Trustee considers appropriate.

o) **Continuation of Business** - The Trustee may continue any business or

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u) **Termination of Small Trust** - Any corporate trustee which is serving as the sole trustee of any trust or any share thereof may at any time terminate such trust or share if, in the trustee's sole judgment, the continued management of such trust or share is no longer economical because of the small size of such trust or share and if such action will be deemed to be in the best interests of the beneficiary or beneficiaries. In case of such termination, the trustee will distribute forthwith the share of the Trust Estate so terminated to the income beneficiary or beneficiaries, per stirpes. Upon such distribution, such trust or share will terminate and the trustee will not be liable or responsible to any person or persons whatsoever for its action. The trustee will not be liable for failing or refusing to act in time to terminate any trust or a share thereof as authorized by this paragraph.

v) **Power to Determine Income and Principal** - Dividends payable in stock of the issuing corporation, stock splits and capital gains will be treated as principal. Except as herein otherwise specifically provided, the Trustee will have full power and authority to determine the manner in which excesses are to be borne and in which receipts are to be credited as between principal and income, and also to determine what will constitute principal or income, and may withhold from income such reserves for depreciation or depletion as the Trustee may deem fair and equitable.

w) **Generation-Skipping Taxes and Payment** - If the Trustee considers any distribution or termination of an interest or power hereunder as a distribution or termination subject to a generation-skipping tax, the Trustee is authorized:

- 1) To sign any taxable distribution by an amount which the Trustee estimates to be sufficient to pay such tax and charge the same to the particular (one) to which the tax relates without adjustment of the relative interests of the beneficiaries;
- 2) To pay such tax, in the case of a taxable termination, from the particular trust to which the tax relates without adjustment of the relative interests of the beneficiaries. If such tax is imposed in part by reason of the Trust Assets, the Trustee will pay only the portion of such tax attributable to the taxable termination hereunder taking into consideration deductions, exemptions, credits and other factors which the Trustee deems advisable; and
- 3) To postpone final termination of any particular trust and to withhold all or any portion of the Trust Estate until the Trustee is satisfied that the Trustee no longer has a liability to pay any generation-skipping tax with reference to such trust or its termination.

Section 5.04. Special Provision for S Corporation Stock

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Notwithstanding what is otherwise provided in this Trust Agreement, if at any time the Trust contains any stock of a corporation which elects or has elected treatment as an "S Corporation" as defined by Section 1361(b)(1) of the Internal Revenue Code (or any corresponding successor statute) such stock will be segregated from the other assets of such trust and treated as a separate trust. The Trustee will further divide the separate trust into shares for each Beneficiary and such shares will be distributed outright or held in trust as herein provided. In addition, all other provisions of this Trust Agreement will apply to each share held in trust (and constituting a separate trust) except that the Trustee will distribute all of the income from each separate trust to its beneficiary in convenient installments at least annually. It is our intent that each separate trust will be recognized as a "Qualified Subchapter S Trust" (QST) under Section 1361(d)(2) of the Internal Revenue Code (or any corresponding successor statute). Notwithstanding any provisions of this Trust Agreement to the contrary, the Trustee's powers and discretions with respect to the administration of each separate trust (including methods of accounting, bookkeeping, making distributions and characterizing receipts and expenses) will not be exercised or enforceable except in a manner consistent with allowing each separate trust to be treated as a QST as above described.

ARTICLE SIX

Section 6.01. Continuation with Settlor's Probate Estate

- At any time during the continuance of this Trust including subsequent to the death of either Settlor the Trustees may, in their sole and uncontrolled discretion, distribute to the deceased Settlor's Probate Estate cash and/or other property as a Beneficiary of the Trust.
- All other provisions to the contrary notwithstanding, under no circumstances shall any restricted proceeds, as hereinafter defined, be either directly or indirectly (i) distributed to or for the benefit of the Settlor's Executors or the Settlor's Probate Estate; or (ii) used to pay any other obligations of the Settlor's Estate. The term "restricted proceeds" means:

- All qualified plans, individual retirement accounts, or similar benefits which are received or receivable by any Trustee hereunder, and which are paid solely to a Beneficiary other than the Executor of the Settlor's Gross Estate for Federal Estate Tax purposes; and
- All proceeds of insurance on the Settlor's life which, if paid to a Beneficiary other than the Settlor's Estate, would be taxable from inheritance or estate death taxes under applicable state death tax laws.

Section 6.02. Direction to Manage Taxes

In the administration of the Trust hereunder, its Fiduciaries shall exercise all available tax related elections, options, and choices in such a manner as they, in their sole

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Section 7.02. Incontestability

The beneficial provisions of this Trust Agreement are intended to be in lieu of any other rights, claims, or interests of whatsoever nature, whether statutory or otherwise, except bona fide pre-death debts, which any Beneficiary hereunder may have in Settlor's Estate or in the property in trust hereunder. Accordingly, if any Beneficiary hereunder asserts any claim (except a legally enforceable debt), statutory election, or other right or interest against or in Settlor's Estate, or any properties of this Trust, other than pursuant to the express terms hereof, or directly or indirectly contests, disputes, or calls into question, before any court, the validity of this Trust Agreement, then:

- Such Beneficiary shall thereby absolutely forfeit any and all beneficial interests of whatsoever kind and nature which such Beneficiary or his or her heirs might otherwise have under this Trust Agreement and the interests of the other Beneficiaries hereunder shall thereupon be appropriately and proportionately increased; and
- All of the provisions of this Trust Agreement, to the extent that they confer any benefits, powers, or rights whatsoever upon such claiming, electing or contesting Beneficiary, shall thereupon become absolutely void; and
- Such claiming, electing, or contesting Beneficiary, if after acting as a Trustee hereunder, shall automatically cease to be a Trustee and shall thereafter be ineligible either to select, remove, or become a Trustee hereunder.

Section 7.03. Specific Omissions

Any and all persons and entities, except those persons and entities specifically named herein, have been intentionally omitted from this Trust Agreement. If any person or entity shall successfully challenge any term or condition of this Trust Agreement, then, to that person or entity shall be given the sum of one dollar (\$1.00) in lieu and in place of any other benefit, grant, or interest which that person or interest may have in the Trust Estate.

Section 7.04. Benefits Confidential

The Settlers further declare that it is their desire and intent that the provisions of this Trust Agreement are to remain confidential as to all parties. The Settlers direct that only the information concerning the benefits paid to any particular Beneficiary shall be revealed to such individual and that no individual shall have a right to information concerning the benefits being paid to any other Beneficiary.

ARTICLE EIGHT

Section 8.01. Distribution in Kind or Cash

On any division of the assets of the Trust Estate into shares or partial shares, and on

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but reasonable judgment (where appropriate, receiving advice of tax counsel), believe will comprise the overall minimum in total combined present and reasonably anticipated future administrative expenses and taxes of all kinds. This applies not only to such Trust but also to its Beneficiaries, to the other Trusts hereunder and their Beneficiaries, and to the Settlor's Probate Estate.

Without limitation on the generality of the foregoing direction (which shall not to that extent supersede the usual fiduciary duty of impartiality), such Fiduciaries shall not be accountable to any person interested in this Trust or to Settlor's Estate for the manner in which they shall carry out this direction to minimize overall taxes and expenses (including any decision they may make not to incur the expense of a detailed analysis of alternative choices). Even though their decisions in this regard may result in increased taxes or decreased distributions to the Trust, to the Estate, or to one or more Beneficiaries, the Fiduciaries shall not be obligated for compensation, reimbursements, or reinforcements which arise by reason of the manner in which the Fiduciaries carry out this direction.

Section 8.03. Judgment and Discretion of Trustee

In the absence of proof of bad faith, all questions of construction or interpretation of any trusts created by this Trust Agreement will be finally and conclusively determined solely by the Trustee, according to the Trustee's best judgment and without recourse to any court, and such determination by the Trustee is binding on the beneficiaries and prospective beneficiaries hereunder, both as being and unborn, as well as all other persons, firms or corporations. The Trustee, when exercising any discretionary power relating to the distribution or accumulation of principal or income or to the termination of any trust, will be responsible only for lack of good faith in the exercise of such power. Such determination may be relied upon to the same extent as if it were a final and binding judicial determination. In the event of a conflict between the provisions of this Trust Agreement, the provisions of this Agreement will control.

ARTICLE SEVEN

Section 7.01. Resolution of Conflicts

Any controversy between the Trustee or Trustees and any other Trustee or Trustees, or between any other parties to this Trust, including Beneficiaries, involving the construction or application of any of the terms, provisions, or conditions of this Trust shall, on the written request of either or any disinterested party served on the other or others, be submitted to arbitration. The parties to such arbitration shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The cost of arbitration shall be borne by the losing party or in such proportion as the arbitrator(s) shall decide. Such arbitration shall comply with the commercial arbitration rules of the American Arbitration Association, 140 West 51st Street, New York, New York 10020.

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any final or partial distribution of the assets of the Trust Estate, the Trustee, his or her absolute discretion, may divide and distribute undivided interests of such assets, or may sell all or any part of such assets and may make divisions or distributions in cash or partly in cash and partly in kind. The decision of the Trustee, either prior to or on any division or distribution of such assets, as to what constitutes a partial division of such assets of the Trust Estate shall be binding on all persons interested in any Trust provided for in this Trust Agreement.

Section 8.02. Spendthrift Provision

Neither the principal nor the income of the Trust shall be liable for the debts of a Beneficiary (except as otherwise expressly provided in this Agreement), no beneficiary of any trust shall have any right, power or authority to alienate, encumber or hypothecate his or her interest in the principal or income of this Trust in any manner, nor shall the interests of any Beneficiary be subject to the claims of his or her creditors or liable to attachment, execution or other process of law. The limitations herein shall not restrict the exercise of any power of appointment or the right to disclaim.

Section 8.03. Definition of Children

The terms "adult" and "children" as used in this Agreement mean the lawful issue of a Settlor or of the Settlers together. This definition also includes children legally adopted by Settlor or by the Settlers together.

Section 8.04. Handicapped Beneficiaries

Any Beneficiary who is determined by a court of competent jurisdiction to be incompetent shall not have any discretionary rights of a Beneficiary with respect to this Trust, or to their share or portion thereof. The trustee shall hold and maintain such incompetent Beneficiary's share of the Trust Estate and shall, in the Trustee's sole discretion, provide for such Beneficiary as that Trustee would provide for a minor. Notwithstanding the foregoing, any Beneficiary who is diagnosed for the purposes of governmental benefits (as hereinafter delineated) as being not competent or as being disabled, and who shall be entitled to governmental support and benefits by reason of such incompetency or disability, shall cease to be a Beneficiary of this Trust. Likewise, they shall cease to be a Beneficiary if any step or portion of the principal or income of the Trust shall become subject to the claims of any governmental agency for costs of benefits, fees or charges.

The portion of the Trust Estate which, absent the provisions of this section, would have been the share of such incompetent or handicapped person shall be retained in trust for as long as that individual lives. The Trustee, at his or her sole discretion, shall utilize such funds for the maintenance of that individual. If such individual recovers from his or her incompetency or disability, and is no longer eligible for aid from any governmental agency, including costs or benefits, fees or charges, such individual shall be reinstated as a Beneficiary after 60 days from such recovery, and the allocation and distribution

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NOT AN OFFICIAL DOCUMENT

6c. For Vets.
 * ATTENTION ESTATE: The Social Security # is being requested by this state agency in order to pursue its statutory responsibility. Disclosure is voluntary and there will be no penalty for refusal.

INDIANA STATE DEPARTMENT OF HEALTH CERTIFICATE OF DEATH

State No. _____

Local No. 06 0378

THE RECORDS IN THIS SERIES ARE CONFIDENTIAL PER IC 16-37-10

TYPE/PRINT IN PERMANENT BLACK INK	1. DECEASED—NAME (Print Middle, Last) <u>Stewart Ellis Andrews</u>		2. SEX <u>Male</u>	3a. TIME OF DEATH <u>4:27 P</u>	3b. DATE OF DEATH (Month, Day, Yr) <u>July 12, 2006</u>
	4. *SOCIAL SECURITY NUMBER <u>██████████</u>		5a. AGE—Last Birthday (Year) <u>66</u>	5b. UNDER 1 YEAR Months _____ Days _____	5c. UNDER 1 DAY Hours _____ Minutes _____
DECEDENT	6a. WAS DECEDENT A U.S. VETERAN? <u>YES</u>		6b. YEAR LAST SERVED IN U.S. ARMED FORCES? <u>1966</u>		6. DATE OF BIRTH (Mo., Day, Yr) <u>May 22, 1940</u>
	7. BIRTHPLACE (City and State or Foreign Country) <u>Marion County, Alabama</u>		8. PLACE OF DEATH (Check only one. See instructions) <input type="checkbox"/> HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> Outpatient <input type="checkbox"/> OOA <input type="checkbox"/> OTHER <input type="checkbox"/> Nursing Home <input type="checkbox"/> Other (Specify) _____ <input type="checkbox"/> Residence _____		
PARENTS	9a. FACILITY NAME (If not institution, give street and number) <u>Methodist Hospital Northlake</u>			9b. CITY, TOWN, OR LOCATION OF DEATH <u>Gary</u>	9c. COUNTY OF DEATH <u>Lake</u>
	10. MARITAL STATUS <u>Married</u>		11. SURVIVING SPOUSE (If wife, give maiden name) <u>Genevieve Spinks</u>		12a. DECEASED'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) <u>LMB Pourer</u>
INFORMANT	13a. RESIDENCE—STATE <u>Indiana</u>		13b. COUNTY <u>Lake</u>	13c. CITY, TOWN, OR LOCATION <u>Gary</u>	13d. STREET AND NUMBER <u>307 Rutledge Street</u>
	13e. ZIP CODE <u>46404</u>	13f. INSIDE CITY LIMITS <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	14. CITIZEN OF WHAT COUNTRY? <u>U S A</u>	15. WAS DECEDENT OF HISPANIC ORIGIN? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, specify Cuban, Mexican, Puerto Rican, etc.)	16. RACE—American Indian, Black, White, etc. (Specify) <u>Black</u>
DISPOSITION	17. DECEASED'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (9-12) _____ College (1-4 or 5+) _____		18. FATHER'S NAME (First, Middle, Last) <u>William Andrews Sr.</u>		
	19. MOTHER'S NAME (First Middle, Maiden Surname) <u>Ernestine Anna Jones</u>			20. INFORMANT'S NAME (Type/print) <u>Genevieve Andrews</u>	
CAUSE OF DEATH	20a. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) <u>307 Rutledge Street Gary, Indiana 46404</u>		20b. Relationship <u>Wife</u>		
	21a. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify) _____		21b. DATE AND PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) <u>July 18, 2006</u> <u>Oak Hill Cemetery</u>		21c. LOCATION—City or Town, State <u>Gary, Indiana</u>
IMMEDIATE CAUSE OF DEATH	22a. EMBALMER'S NAME <u>Rosenwald D. Allen Jr.</u>		22b. EMBALMER'S LICENSE NO. <u>#29400047</u>		23. WAS DEATH REPORTED TO CORONER? <u>SPGX</u> <input type="checkbox"/> Yes
	24a. SIGNATURE OF FUNERAL DIRECTOR <u>Jayus Addison</u>		24b. LICENSE NUMBER (of Licensee) <u>20500009</u>	25. NAME, ADDRESS, AND LICENSE NUMBER OF FUNERAL HOME <u>Guy & Allen Funeral Directors, Inc 83007704</u> <u>2959 West 11th Avenue Gary, Indiana 46404</u>	
IMMEDIATE CAUSE OF DEATH	26. PART I. Enter the immediate, proximate, or complications that caused the death. Do not enter non-specific terms, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.				
	IMMEDIATE CAUSE (Final disease or condition resulting in death) a. <u>chronic obstructive pulmonary disease</u> <u>months</u> b. <u>hypertension</u> <u>years</u> c. <u>hyperlipidemia</u> <u>years</u> d. <u>peripheral vascular disease</u> <u>years</u> Approximate Interval Between Onset and Death				
CAUSE OF DEATH	26. PART II. Other significant conditions - Conditions contributing to death but not previously stated in Part I.				
	27. WAS DECEDENT PREGNANT OR 90 DAYS POSTPARTUM? (Yes or no) <u>No</u>		28. WAS AN AUTOPSY PERFORMED? (Yes or no) <u>No</u>		29. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or no) _____
CERTIFIER	23b. CERTIFIER (Check only one) <input type="checkbox"/> CERTIFYING PHYSICIAN To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) as stated. <input type="checkbox"/> HEALTH OFFICER On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) as stated. <input type="checkbox"/> CORONER On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.				
	29b. SIGNATURE AND TITLE OF CERTIFIER <u>Dr. Alzeidan</u>			29c. MEDICAL LICENSE NO. <u>0653008A</u>	29d. DATE SIGNED (Month, Day, Year) <u>7/17/06</u>
HEALTH OFFICER	30. NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH ITEM 26I (Type/print) <u>Dr. Alzeidan 7863 Broadway Merrillville, Indiana 46410</u>				32. DATE FILED (Month, Day, Year) <u>JUL 19 2006</u>
	31. HEALTH OFFICER'S SIGNATURE <u>[Signature]</u>				33. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be Determined <input type="checkbox"/> Homicide
HEALTH OFFICER	34a. DATE OF INJURY (Month, Day, Year)		34b. TIME OF INJURY	34c. INJURY AT WORK? (Yes or no)	34d. DESCRIBE HOW INJURY OCCURRED
	34e. PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify)		34f. LOCATION (Street and Number or Rural Route Number, City or Town, State)		
34g. DATE PRONOUNCED DEAD (Month, Day, Year)		34h. MOTOR VEHICLE ACCIDENT? (Yes or no) If yes, specify driver, passenger, pedestrian, etc.			

Exhibit B

INDIANA STATE DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH



Local No 000235

EDR No 00000773831

State No 023121

1. Decedent's Legal Name (First, Middle, Last) GENEVIEVE MAE ANDREWS		1a. Maiden Name (If Female) SPINKS		2. Sex FEMALE		3. Time of Death 07:26 PM		4. Date of Death (Month/Day/Year) 04/14/2020	
5. Social Security Number	6a. Age - Yrs 80	6b. Under 1 Year Months	6c. Under 1 Month Days	6d. Under 1 Day Hours	7. Date of Birth (Month/Day/Year) 03/28/1940	8. Birthplace (City and State or Foreign Country) MARION, OH			
9. Ever in U.S. Armed Forces? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		10. If Death Occurred in a Hospital: <input type="checkbox"/> Inpatient <input checked="" type="checkbox"/> Emergency Department Outpatient <input type="checkbox"/> Dead on Arrival		10a. If Death Occurred Somewhere Other Than a Hospital: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Home/Long-term Care Facility <input type="checkbox"/> Other (Specify)					
11. Facility Name (If Not Institution, Give Street and Number) METHOD HOSPITAL, NORTHLAKE				13. County of Death LAKE		14. Marital Status At Time of Death <input checked="" type="checkbox"/> Married <input type="checkbox"/> Married, But Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown			
12. City or Town, State, and Zip Code GARY, IN, 46402			15a. Last Name Before First Marriage LAKE		16. Decedent's Usual Occupation HOMEMAKER		17. Kind Of Business/Industry HOME		
18. Residence - State INDIANA		18a. County LAKE		18b. City or Town GARY		18d. Apt. No.		18e. Zip Code 46404	
18c. Street And Number 307 RUTLEDGE STREET		19. Decedent's Education HIGH SCHOOL GRADUATE OR GED COMPLETED		20. Decedent Of Hispanic Origin NOT HISPANIC		21. Decedent's Race Black or African American		19f. Inside City Limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
19a. Decedent's Name (First, Middle, Last) GEORGE SPINKS		20. Decedent Of Hispanic Origin NOT HISPANIC		21. Decedent's Race Black or African American		23a. Parent's Last Name Before First Marriage WHEATON			
23. Parent's Name (First, Middle, Last) GEORGE SPINKS		24. Relationship To Decedent GRANDDAUGHTER		24c. Mailing Address (Street And Number, City, State, Zip Code) 7347 WHITE OAK AVENUE, HAMMOND, IN 46324					
24. Informant's Name TA'SHIKA ANDREWS		24a. Relationship To Decedent GRANDDAUGHTER		24c. Mailing Address (Street And Number, City, State, Zip Code) 7347 WHITE OAK AVENUE, HAMMOND, IN 46324					
25a. Method of Disposition <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal From State <input type="checkbox"/> Other (Specify):		25b. Place of Disposition (Name Of Cemetery, Crematory, Other Place) OAK HILL CEMETERY		25c. Location - City, Town, And State GARY, IN					
25. Was Coroner Contacted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		27. Name And Complete Address Of Funeral Facility GUY & ALLEN FUNERAL DIRECTORS, 2959 WEST 11TH AVENUE, GARY, IN 46404		27a. Funeral Home License Number: FH83007704					
27b. Signature Of Indiana Funeral Service Licensee CARMELITA V. PERRY, BY ELECTRONIC SIGNATURE		27c. License Number (Of Licensee) FD29700070							
28. Part I. Enter The Chain Of Events - Diseases, Injuries, Or Complications That Directly Caused The Death. Do Not Enter Terminal Events Such As Cardiac Arrest, Respiratory Arrest, Or Ventricular Fibrillation Without Showing The Etiology. Do Not Abbreviate. Enter Only One Cause On A Line. Add Additional Lines If Necessary. Immediate Cause (Final Disease Or Condition Resulting In Death) A. PULMONARY FIBROSIS <small>See (5) At X Consensus (5)</small> YEARS									
Sequentially List Conditions, If Any, Leading To The Cause Listed On Line A. Enter The Underlying Cause (Disease Or Injury That Initiated The Events Resulting In Death) Last B. HYPERTENSION <small>See (5) At X Consensus (5)</small> YEARS									
C. <small>See (5) At X Consensus (5)</small>									
28. Part II. Enter Other Significant Conditions Contributing to Death But Not Resulting in the Underlying Cause Given in Part I.									
31. Did Tobacco Use Contribute To Death? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown		32. If Female: <input type="checkbox"/> Not Pregnant Within Past Year <input type="checkbox"/> Pregnant At Time Of Death <input type="checkbox"/> Not Pregnant, Not Pregnant Within 45 Days Of Death <input type="checkbox"/> Not Pregnant, Not Pregnant 45 Days To 1 year Before Death <input type="checkbox"/> Unknown If Pregnant Within The Past Year		33. Manner of Death: <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could Not Be Determined					
34. Date of Injury (Month/Day/Year)		35. Time of Injury		36. Place of Injury (E.G., Decedent's Home, Construction Site, Restaurant, Wooded Area)		37. Injury At Work? <input type="checkbox"/> Yes <input type="checkbox"/> No			
38. Location Of Injury - State		38a. City Or Town		38b. Street & Number		38c. Apt. No.		38d. Zip Code	
39. Describe How Injury Occurred		40. If Transportation Injury, Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)							
41. Signature, Of Person Certifying Cause Of Death FADI ISSA ALZEIDAN, BY ELECTRONIC SIGNATURE		43. Certifier (Check Only One) <input checked="" type="checkbox"/> Certifying Physician <input type="checkbox"/> Coroner <input type="checkbox"/> Health Officer		44. License Number 01053003A		45. Date Certified 04/29/2020			
43. Name, Address And Zip Code Of Person Certifying Cause Of Death: FADI ISSA ALZEIDAN, 311 E. 82TH AVE, MERRILLVILLE, IN 46410		46. Additional Funeral Service Provider:							
46. Signature of Local Health Officer: ROLAND H WALKER, VIA ELECTRONIC SIGNATURE		48. For Registrar Only - Date Filed (Month/Day/Year) MAY 01 2020							

AMENDMENT TO CERTIFICATE OF DEATH (ENTRY OR ORIGINAL)

Exhibit C

State Form 52550 - ATTENTION ESTATE: This 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. ORIGINAL DOCUMENT HAS A MULTICOLORED BACKGROUND OR SPECIAL WHITE SECURITY PAPER AND THE GREAT SEAL OF THE STATE OF INDIANA ON BACK THAT TURNS FROM ORANGE TO YELLOW WHEN RUBBED. ORIGINAL DOCUMENT HAS A HIDDEN VOID ON FRONT THAT APPEARS WHEN PHOTOCOPIED.

WARNING:

STATE OF INDIANA

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

NOT AN OFFICIAL DOCUMENT

INDIANA STATE DEPARTMENT OF HEALTH CERTIFICATE OF DEATH



Local No. 3123-10

1. Decedent's Legal Name (First, Middle, Last) Gregory Andrews		4a. Maiden Last Name (if Female) N/A		2. Sex Male		3. Time of Death 4:58 pm		5. Date of Death August 20, 2010	
8a. Social Security Number [REDACTED]	8b. Age - Yr 41	8c. Under 1 Year Months	8d. Under 1 Month Days	8e. Under 1 Day Hours	8f. Under 1 Hour Minutes	7. Date of Birth (Month/Day/Year) April 22, 1969		6. Residence (City and State or Foreign Country) Chicago, Illinois	
9. Ever in U.S. Armed Forces? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Unknown <input type="checkbox"/>		10. If Death Occurred in a Hospital <input type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Department Outpatient <input type="checkbox"/> Dead on Arrival		10a. If Death Occurred Somewhere Other Than a Hospital <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Nursing Home/Long-Term Care Facility <input type="checkbox"/> Other (Specify)					
11. Facility Name (If Not Institution, Give Street and Number) 510 East 52nd Place									
12. City or Town, State, and Zip Code Merrillville, Indiana					13. County of Death Lake		14. Marital Status at Time of Death <input type="checkbox"/> Married <input type="checkbox"/> Married, But Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown		
15. Surviving Spouse's Name NO		15a. (If Wife) Give Maiden Last Name N/A		16. Decedent's Usual Occupation Postal Worker		17. Kind of Business/Industry U S Postal Service			
18. Residence - State Indiana		18a. County Lake		18b. City or Town Merrillville		18c. Apt. No.		18d. Zip Code 46410	
18e. "MIRROR CITY" LISTED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		19. Decedent's Education 12th Grade		20. Decedent's Usual Origin NO		21. Decedent's Race Black			
22. Father's Name (First, Middle, Last) Stewart Andrews				23. Mother's Name (First, Middle, Last) Genevieve Andrews		23a. "MOTHER'S" MARRIAGE CERTIFICATE Spinks			
24. Informant's Name Genevieve Andrews		24a. Relationship to Decedent Mother		24b. Informant's Address (Street, Apartment, City, State, Zip Code) 307 Rutledge Street Gary, Indiana 46404					
25a. Method of Disposition <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify)		25b. Place of Disposition (Name of Cemetery, Crematory, Other Place) August 27, 2010 Oak Hill Cemetery		25c. Location - City, Town, and State Gary, Indiana					
26. Was Coroner Contacted? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		27. Name and Complete Address of Funeral Facility Guy & Allen Funeral Directors, Inc 2959 West 11th Avenue Gary, Indiana 46404		27a. Funeral Home License Number 83007704					
27b. Signature of Indiana Funeral Service Licensee <i>Yaguer</i>		27c. License Number (of Licensee) #20500009							
28. Part I. Enter the <u>Chain of Events</u> - Diseases, Injuries, or Complications - That Directly Caused the Death. Do Not Enter Terminal Events Such As Cardiac Arrest, Respiratory Arrest, or Ventricular Fibrillation Without Showing the Etiology. Do Not Abbreviate. Enter Only One Cause On A Line. Add Additional Lines if Necessary.									
Immediate Cause (Final Disease or Condition Resulting in Death) A. CARCINOMA OF STOMACH									
B. <u>One To 10 X's Cause(s) Of</u>									
C. <u>One To 10 X's Cause(s) Of</u>									
D. <u>One To 10 X's Cause(s) Of</u>									
28. Part II. Enter Other <u>Significant Conditions Contributing to Death</u> But Not Resulting in the Underlying Cause Given in Part I									
31. Did Tobacco Use Contribute To Death? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Probable <input type="checkbox"/> No <input type="checkbox"/> Unknown		32. If Female: <input type="checkbox"/> Not Pregnant Within Past Year <input type="checkbox"/> Pregnant 1 Year Of Death <input type="checkbox"/> Not Pregnant, But Pregnant Within 1 Year Before Date Of Death <input type="checkbox"/> Pregnant 1 Year To 1 Year Before Date Of Death		33. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could Not Be Determined		34. Cause of Injury (Month/Day/Year) AUG 11 2010		37. Injury At Work? <input type="checkbox"/> Yes <input type="checkbox"/> No	
35. Date Of Injury (Month/Day/Year)		36. Time Of Injury		38. Place Of Injury (E.A., Domestic Residence, Commercial, Other) THIS CASE IS THE ABOVE IS A FUR AND COMPLETE COPY OF THE CERTIFICATE OF DEATH IS FILED WITH THE CLERK COUNTY HEALTH DEPARTMENT		39. City Or Town AUG 11 2010		39a. State IN	
36. Location Of Injury - State		36a. City Or Town		39b. Apt. No.		39c. ZIP Code 46404			
39. Describe How Injury Occurred		40. If Transportation Injury, Specify: <input type="checkbox"/> Over/Under <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)		41. Signature, Of Person Certifying Cause Of Death <i>B.H. Barai</i>		42. Contact (Check Only One) <input checked="" type="checkbox"/> Certifying Physician <input type="checkbox"/> Coroner <input type="checkbox"/> Health Officer		43. Date Certified 8/25/10	
43. Name, Address And Zip Code Of Person Certifying Cause Of Death Dr. Barai		44. Additional Funeral Service Provider		45. "Fax" Registered Only - Date (Month/Day/Year)		46. "Fax" Registered Only - Date (Month/Day/Year)			
46. Signature of Local Health Officer <i>Susan J. Best, D.O.</i>		47. "Fax"		48. "Fax" Registered Only - Date (Month/Day/Year)					

State Form 10110 (8/79-2/1) ATTENTION: STATE: The State Secretary is holding records by the state agency in order to preserve its statutory responsibility. Discontinue in voluntary and there will be no penalty for failure. THE DEPARTMENT OF HEALTH HAS A 24 HOUR HOTLINE AT 317-232-1111

August 31, 2010

Exhibit D