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Cook County Recorder of Deeds
Date: 04/28/2009 01:33 PM Pg: 1 of 12

THE LIVING REVOCABLE TRUST FOR

MALINDA KING

DATED 2/04/09

Property of Cook County Clerk's Office

Prepared by:
Marlena Johnson,
Attorney at Law
10110 S. Crandon
Chicago, Illinois, 60617
773-814-6742

Marlena A. Johnson 2/04/09

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**THE MALINDA KING
LIVING TRUST
Dated 02/04/2009**

This Living Trust Agreement (this "Agreement"), dated 02/04/2009, between Malinda King (the "Grantor" or "Beneficiary") of Chicago, Illinois and Malinda King of Chicago, Illinois (the "Trustee").

In consideration of the mutual covenants and promises set forth in this Agreement, the Grantor and the Trustee agree as follows:

I. PURPOSE. The purpose of this Agreement is to establish a Trust to receive and manage assets for the benefit of the Grantor during the Grantor's lifetime, and to further manage and distribute the assets of the Trust upon the death of the Grantor.

II. FUNDING OF TRUST. This Trust shall be funded with assets transferred to this Trust by the Grantor at the time of creating this Trust, or at any later time. During the lifetime of the Grantor, any interest in community property transferred into or out of this Trust shall retain its original character and such property shall not be commingled. This Trust may also receive property from any person or entity who is acting under the authority granted to that person or entity by the Grantor. It is also expected that this Trust may receive assets pursuant to the terms of the Grantor's Last Will and Testament.

III. MANAGEMENT OF TRUST ASSETS. The Trustee shall manage and distribute the Trust assets for the benefit of the Grantor and the Grantor's successor(s) in interest in accordance with the terms of this Agreement.

IV. PAYMENTS DURING THE GRANTOR'S LIFETIME. During the Grantor's lifetime, the Trustee shall pay all of the net income of this Trust, and also such sums from principal as the Grantor may request at any time in writing, to or for the benefit of the Grantor, or as the Grantor may designate. Such payments shall be made at least monthly. The Grantor may change the amount of the payments at any time by providing written notice to the Trustee. Any excess income shall be added to principal at the discretion of the Trustee.

A. Payments During a "Disability" of the Grantor. During any period that the Grantor has a "disability", the Trustee may pay to or for the benefit of the Grantor such amounts of income and principal as the Trustee believes in the Trustee's sole discretion to be required for (i) the Grantor's support, comfort and welfare, (ii) the Grantor's accustomed manner of living, or (iii) any purpose that the Trustee believes to be in the best interest of the Grantor.

B. Disability Defined. For the purposes of this Trust, "disability" shall mean a legal disability or the inability to provide prompt and intelligent consideration to financial matters by reason of illness or mental or physical disability. The determination of

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whether the Grantor has a disability shall be made by the Grantor's most recent attending physician. The Trustee shall be entitled to rely on written notice of that determination.

V. DEATH OF THE GRANTOR. Upon the death of the Grantor, and after the payment of the Grantor's just debts, funeral expenses, and expenses of last illness, the following distributions shall be made:

A. Specific Distributions. The following specific distributions shall be made from the assets of the Trust.

25% of real property located at 2514 E. 82nd Street, Chicago, Illinois shall be distributed to Deborah Lane of Glen Ellyn, Illinois. If this beneficiary does not survive the Grantor, this bequest shall be distributed with the residuary assets of this Trust.

25 % of real property located at 2514 E. 82nd Street, Chicago, Illinois shall be distributed to Marvin Cosey of Chicago, Illinois. If this beneficiary does not survive the Grantor, this bequest shall be distributed with the residuary assets of this Trust.

25 % of real property located at 2514 E. 82nd Street, Chicago, Illinois shall be distributed to Melvin King of Chicago, Illinois. If this beneficiary does not survive the Grantor, this bequest shall be distributed with the residuary assets of this Trust.

25% of real property located at 2514 E. 82nd Street, Chicago, Illinois shall be distributed to Herbert L. King of Chicago, Illinois. If this beneficiary does not survive the Grantor, this bequest shall be distributed with the residuary assets of this Trust.

\$10,000 shall be distributed to Grace Moore of Davenport, Iowa. If this beneficiary does not survive the Grantor, this bequest shall be distributed with the residuary assets of this Trust.

\$10,000 shall be distributed to Lolita Walker of Chicago, Illinois. If this beneficiary does not survive the Grantor, this bequest shall be distributed with the residuary assets of this Trust.

\$5,000 shall be distributed to Katherine White of Chicago, Illinois. If this beneficiary does not survive the Grantor, this bequest shall be distributed with the residuary assets of this Trust.

2003 Lincoln Town Car shall be distributed to Deborah Lane of Glen Ellyn, Illinois. If this beneficiary does not survive the Grantor, this bequest shall be distributed with the residuary assets of this Trust.

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B. Tangible Personal Property. Upon the death of the Grantor and subject to the preceding provisions of this Trust, all clothing, jewelry, automobiles, household furniture and furnishings, recreational equipment, all personal effects used by the Grantor about the Grantor's person or home, and other items of tangible personal property shall be distributed

to Deborah Lane to dispose of within her discretion of Glen Ellyn, Illinois. If this person does not survive the Grantor, the tangible personal property shall be distributed to the same persons and in the same manner as provided for the distribution of the residuary assets of this Trust.

C. Residuary Assets. The residuary assets of this Trust shall be distributed to the Grantor's heirs-at-law, their identities and respective shares to be determined under the laws of the State of Illinois, then in effect, as if the Grantor had died intestate at the time fixed for distribution under this provision.

VI. TRUSTEE POWERS. The Trustee, in addition to other powers and authority granted by law or necessary or appropriate for proper administration of the Trust, shall have the following rights, powers, and authority without order of court and without notice to anyone:

A. Receive Assets. To receive, hold, maintain, administer, collect, invest and re-invest the trust assets, and collect and apply the income, profits, and principal of the Trust in accordance with the terms of this instrument.

B. Receive Additional Assets. To receive additional assets from other sources, including assets received under the Will of the Grantor or any other person.

C. Standard of Care. To acquire, invest, reinvest, exchange, retain, sell, and manage estate and trust assets, exercising the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of that standard, the Trustee is authorized to acquire and retain every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, bonds, debentures and other corporate obligations, and stocks, preferred or common, that persons of prudence, discretion and intelligence acquire or retain for their own account, even though not otherwise a legal investment for trust funds under the laws and statutes of the United States or the state under which this instrument is administered.

D. Retain Assets. To retain any asset, including uninvested cash or original investments, regardless of whether it is of the kind authorized by this instrument for investment and whether it leaves a disproportionately large part of the estate or trust invested in one type of property, for as long as the Trustee deems advisable.

E. Dispose of or Encumber Assets. To sell, option, mortgage, pledge, lease or convey

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real or personal property, publicly or privately, upon such terms and conditions as may appear to be proper, and to execute all instruments necessary to effect such authority.

F. Settle Claims. To compromise, settle, or abandon claims in favor of or against the Trust.

G. Manage Property. To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.

H. Allocate Between Principal and Income. To make allocations of charges and credits as between principal and income as in the sole discretion of the Trustee may appear to be proper.

I. Employ Professional Assistance. To employ and compensate counsel and other persons deemed necessary for proper administration and to delegate authority when such delegation is advantageous to the trust.

J. Distribute Property. To make division or distribution in money or kind, or partly in either including disproportionate in-kind distributions, at values to be determined by the Trustee, and the Trustee's judgment shall be binding upon all interested parties.

K. Enter Contracts. To bind the Trust by contracts or agreements without assuming individual liability for such contracts.

L. Exercise Stock Ownership Rights. To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incident to the ownership of any stocks, bonds or other properties of the Trust.

M. Duration of Powers. To continue to exercise the powers provided in this Agreement after the termination of the Trust until all the assets of the Trust have been distributed.

N. Hold Trust Assets as a Single Fund. To hold the assets of the Trust, shares, or portions of the Trust created by this instrument as a single fund for joint investment and management, without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trust shares need only be made on the books of the Trustee for accounting purposes.

O. Compensation. To receive reasonable compensation for the Trustee's services under this Agreement and be exonerated from and to pay all reasonable expenses and charges of the Trust.

P. Loans to Beneficiaries. To make loans to any trust beneficiary for the purpose of providing the beneficiary with the funds necessary to take advantage of exceptional business opportunities or to provide for the needs of the beneficiaries and their

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families.

Q. Methods of Distribution. To make payments to or for the benefit of any beneficiary (specifically including any beneficiary under any legal disability) in any of the following ways: (a) directly to the beneficiary, (b) directly for the maintenance, welfare and education of the beneficiary, (c) to the legal or natural guardian of the beneficiary, or, (d) to anyone who at the time shall have custody and care of the person of the beneficiary. The Trustee shall not be obliged to see to the application of the funds so paid, but the receipt of the person to whom the funds were paid shall be full acquittance of the Trustee.

VII. ADDITIONAL TRUSTEE PROVISIONS. These additional provisions shall apply regarding the Trustee.

A. Grantor as Trustee. If at any time the Grantor is the Trustee, the Grantor may appoint a successor Trustee, to become effective immediately or upon any stated contingency, by making such designation in writing. Such designee shall become the successor Trustee upon acceptance of the terms and conditions of this Agreement.

B. Successor Trustee. If at any time a Trustee cannot serve because of the Trustee's disability (as previously defined), death, or other reason, **Deborah Lane, of Glen Ellyn, Illinois, is designated as the successor Trustee, without bond. If such designee(s) is/are unable to serve for any reason, Marvin Cosey, of Chicago, Illinois, is designated as the alternate successor Trustee, without bond.** Such designee(s) shall become the successor Trustee(s) upon acceptance of the terms and conditions of this Agreement.

C. Resignation of Trustee. Any Trustee may resign by giving written notice to the beneficiaries to whom income could then be distributed. Such resignation shall take effect on such date specified in the notice, but not earlier than thirty (30) days after the date of delivery of such written resignation unless an earlier effective date shall be agreed to by the income beneficiaries.

D. Adult Beneficiary Rights. If the Trustee resigns or for any reason ceases to serve as Trustee, and if the successor Trustee(s) designated by the Grantor, if any, fail or cease to serve as Trustee, then the adult beneficiaries to whom income could then be distributed, together with the adult beneficiaries to whom principal would be distributed if the Trust were then to terminate, may by majority action in writing appoint a successor Trustee. If agreement of a majority of the beneficiaries cannot be obtained within sixty (60) days, a successor Trustee shall be appointed by the court having general jurisdiction of the Trust. Any successor Trustee appointed shall have all the rights conferred upon the original Trustee and shall be bound by the provisions of this Trust.

E. Accounting. The Trustee shall provide an accounting to the Beneficiary (or beneficiaries) on at least a(n) quarterly basis. If a beneficiary has a "disability", the Trustee shall provide the accounting to a guardian or conservator, if any.

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F. Bond. No bond shall be required of any Trustee.

VIII. RIGHT TO DIRECT INVESTMENTS. At any time that the Trust has investments, and provided that the Grantor does not have a "disability", the Grantor may direct any Trustee to purchase, sell, or retain any trust investment.

IX. REVOCATION OR AMENDMENT. During the Grantor's lifetime, the Grantor may revoke at any time, and/or the Grantor may amend, this Agreement by delivering to the Trustee an appropriate written revocation or amendment, signed by the Grantor. If the Trustee consents, the powers of revocation, but not the power of amendment, may be exercised by a duly appointed and acting attorney-in-fact for the Grantor for the purpose of withdrawing assets from the Trust.

X. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Illinois.

XI. PERPETUITIES SAVINGS CLAUSE. Despite any other provision of this Agreement to the contrary, the trust created by this Agreement shall terminate no later than 21 years after the death of the last surviving beneficiary of this Agreement who is living at the time of the death of the Grantor.

XII. SEVERABILITY. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XIII. MISCELLANEOUS PROVISIONS.

A. Paragraph Titles and Gender. The titles given to the paragraphs of this Trust are inserted for reference purposes only and are not to be considered as forming a part of this Trust in interpreting its provisions. All words used in this Trust in any gender shall extend to and include all genders, and any singular words shall include the plural expression, and vice versa, specifically including "child" and "children", when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or number.

B. Thirty Day Survival Requirement. For the purposes of determining the appropriate distributions under this Trust, no person or organization shall be deemed to have survived the Grantor, unless such person or entity is also surviving (or in existence) on the thirtieth day after the date of the Grantor's death.

C. Liability of Fiduciary. No fiduciary who is a natural person shall, in the absence of fraudulent conduct or bad faith, be liable individually to any beneficiary of the Grantor's trust estate, and the Grantor's trust estate shall indemnify such natural person from any and all claims or expenses in connection with or arising out of that

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fiduciary's good faith actions or nonactions of the fiduciary, except for such actions or nonactions which constitute fraudulent conduct or bad faith. No successor trustee shall be obliged to inquire into or be in any way accountable for the previous administration of the trust property.

D. Spouse. The Grantor is not currently Widowed.

Malinda King

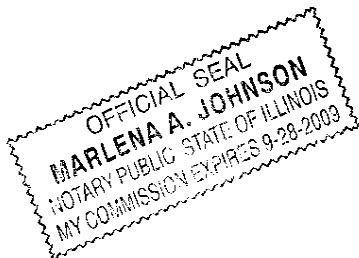
Signature Malinda King,
: Grantor

Malinda King

Signature Malinda King,
: Trustee

STATE OF ILLINOIS
COUNTY OF COOK

This Trust instrument was acknowledged before me on this 4th day of February, 2009, by Malinda King, as Grantor.



Marlena A. Johnson
Notary Public

Notary Public & Attorney
Title (and Rank)
My commission expires 9/28/09

STATE OF ILLINOIS

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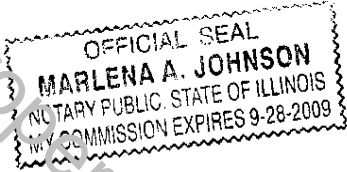
COUNTY OF COOK

On this 4th day of February, 2009, before me personally appeared Malinda King, known to me to be the person described in and who executed the foregoing instrument as Trustee and acknowledged that he/she executed the same (in his/her authorized capacity) as his/her free act and deed.

Marlena A. Johnson
Notary Public

Notary Public / Attorney
Title (and Rank)

My commission expires 9/28/09



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THE LIVING REVOCABLE TRUST
OF MALINDA KING
Schedule A

1. 16 unit building located 2514 East 82nd Street, Chicago, Illinois 60617.
legally described as :

Lot 18 and Lot 19 in Block 2 in the Subdivision of Lots 1 to 10, both inclusive, in Charles Ringer's South Shore Addition, being a subdivision of the east ½ of the South West ¼ of Section 21, Town 38 North, Range 15, east of the Third Principal Meridian, (except the south 33 feet thereof taken for widening of East 83rd Street), in Cook County, Illinois.

2. 2003 Lincoln Town Car, vin # 1LNHM82W43Y642844;

3. Bank of America MM/ Savings Acct.

4. Charter One Business Acct for Building.

Pin: 21-31-118-039-0000

Prepared by:
Marlena Johnson,
Attorney at Law
10110 S. Crandon
Chicago, Illinois, 60617
773-814-6742

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STATEMENT BY GRANTOR AND GRANTEE

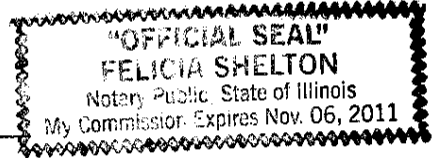
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 2/4/09

Signature *Deborah Lane*
Grantor or Agent

SUBSCRIBED AND SWORN TO BEFORE ME
BY THE SAID *Deborah Lane*
THIS 4 DAY OF February
2009.

NOTARY PUBLIC *Felicia Shelton*



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Date 2/4/09

Signature *Deborah Lane*
Grantee or Agent

SUBSCRIBED AND SWORN TO BEFORE ME
BY THE SAID *Deborah Lane*
THIS 4 DAY OF February
2009.

NOTARY PUBLIC *Felicia Shelton*



Note: Any person who knowingly submits a false statement concerning the identify of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABL to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

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STATE OF ILLINOIS CERTIFICATE OF DEATH

STATE FILE NUMBER

REGISTRATION DISTRICT NO. **16.10**

LOCAL FILE NUMBER

1. DECEDENT'S LEGAL NAME (Include AKAs if any) (First, Middle, Last) **Malinda King** 2. SEX **Female** 3. DATE OF DEATH (Month/Day/Year) (Spell Month) **March 23, 2009**

4. COUNTY OF DEATH **Cook** 5a. AGE AT LAST BIRTHDAY (Years) **87** 5b. UNDER 1 YEAR Months Days 5c. UNDER 1 DAY Hours Minutes 6. DATE OF BIRTH (Month/Day/Year) **April 7, 1921**

7a. CITY OR TOWN **Chicago** 7b. HOSPITAL OR OTHER INSTITUTION NAME (If not in either, give street and number) **Rush University Medical Center**

7c. PLACE OF DEATH (Check only one: see instructions)

IF DEATH OCCURRED IN A HOSPITAL Inpatient Emergency Room/Outpatient Dead on Arrival IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL Hospice facility Nursing Home/Long-term care facility Decedent's home Other (Specify):

8. BIRTHPLACE (City and State or Foreign Country) **Clarksdale** 9. SOCIAL SECURITY NUMBER **410-32-3373** 10. MARITAL STATUS AT TIME OF DEATH Married Married but separated Widowed Divorced Never Married Unknown 11. SURVIVING SPOUSE'S NAME (If wife, give full name prior to first marriage) 12. EVER IN U.S. ARMED FORCES? Yes No

13a. RESIDENCE (Street and Number) **2511 E. 82nd St** 13b. APT. NO. 13c. CITY OR TOWN **Chicago** 13d. INSIDE CITY LIMITS? Yes No

14. FATHER'S NAME (First, Middle, Last) **Levi Cozey** 15. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) **NAME Knight**

16a. INFORMANT'S NAME **Deborah Lane** 16b. RELATIONSHIP **Cousin** 16c. MAILING ADDRESS (Street and No., City or Town, State, ZIP Code) **60137 330 Cedar Ln, Glen Ellyn IL**

17. METHOD OF DISPOSITION: Burial Cremation Donation Entombment Other (Specify): 18. PLACE OF DISPOSITION (Name of cemetery, crematory, other) **Heights** 19. LOCATION - CITY, TOWN AND STATE **Chicago Heights IL** 20. DATE OF DISPOSITION (Month/Day/Year) **April 6, 2009**

21a. FUNERAL HOME NAME **W.W. Jackson** STREET AND NUMBER **2701 W. 63** CITY OR TOWN **Chicago** STATE **ILL** ZIP **60629**

21b. FUNERAL DIRECTOR'S SIGNATURE **William W. Jackson** 21c. FUNERAL DIRECTOR'S ILLINOIS LICENSE NUMBER **034-012072**

22. LOCAL REGISTRAR'S SIGNATURE **Jerry Mason MD** 23. DATE FILED WITH LOCAL REGISTRAR (Month/Day/Year) **APR 07 2009**

CAUSE OF DEATH (See instructions and examples) 24. 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 etiology. If the decedent had a dementia related disease, Parkinson's Disease, or Parkinson Dementia Complex, indicate in Part I or Part II. 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. **hypovolemic shock** b. **pulmonary embolism** c. Due to (or as a consequence of):

APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH

PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I.

25. WAS AN AUTOPSY PERFORMED? Yes No

26. WERE AUTOPSY FINDINGS USED TO COMPLETE CAUSE OF DEATH? Yes No

27. DID TOBACCO USE CONTRIBUTE TO DEATH? Yes Probably No Unknown 28. IF FEMALE: Not pregnant within past 12 months Not pregnant, but pregnant within 42 days of death Not pregnant, but pregnant 43 days to 1 year before death Pregnant at time of death Pregnant within one year of death but time unknown Unknown if pregnant within the past 12 months

30. DATE OF INJURY (Month/Day/Year) 31. TIME OF INJURY A.M. P.M. 32. PLACE OF INJURY (e.g. Decedent's home; construction site; restaurant; wooded area) 33. INJURY AT WORK? Yes No

34. LOCATION OF INJURY Street and Number Apartment Number City or Town State ZIP Code

35. DESCRIBE HOW INJURY OCCURRED: 36. IF TRANSPORTATION INJURY, SPECIFY: Driver/Operator Pedestrian Passenger Other (Specify)

37. I (DID) (DID NOT) ATTEND THE DECEASED (Month/Day/Year) AND LAST SAW HIM/HER ALIVE ON **3/26/09** 38. WAS MEDICAL EXAMINER OR CORONER CONTACTED? Yes No 39. DATE PRONOUNCED (Month/Day/Year) **03/26/09** 40. TIME OF DEATH **1245** A.M. P.M.

41. CERTIFIER (Check only one): Physician in charge of patient's care - To the best of my knowledge, death occurred due to the cause(s) and manner stated. Physician in attendance at time of death only - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. Medical Examiner/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 stated.

42. NAME, ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH (Item 24) **Dr. Jeffrey A. Dugas 1653 W. Congress Pkwy Chg 60612** 43. PHYSICIAN'S LICENSE NUMBER **036071611**

44. TITLE OF CERTIFIER **MD** 45. DATE CERTIFIED (Month/Day/Year) **3/27/09** 46. SIGNATURE OF CERTIFIER **Jeffrey A. Dugas**

This is to certify that this is a true and correct copy of the official death record filed with the Illinois Department of Public Health.

DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

THIS CERTIFICATE COPY VALID WHEN
EMBOSSER SEAL IS AFFIXED OVER
REGISTRAR'S SIGNATURE.

Handwritten signature: Jeffrey A. Dugas MD

1. TERRY MASON, M.D., LOCAL REGISTRAR OF VITAL STATISTICS OF COUNTY OF COOK, I HEREBY CERTIFY THAT I AM THE KEEPER OF THE RECORDS OF BIRTH, STILLBIRTHS AND DEATHS FOR THE CITY OF CHICAGO AND DEATHS FOR THE CITY OF CHICAGO BY WRITE OF THE LAWS OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF CHICAGO; THAT THE ACCOMPANYING CERTIFICATE ON THIS SHEET IS A TRUE COPY OF A RECORD KEPT BY ME IN OBEYANCE OF SAID LAWS AND ORDINANCES.

APR 07 2009

STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO