



Doc#: 1020241061 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/21/2010 11:35 AM Pg: 1 of 18

AFTER RECORDING, PLEASE

MAIL TO:

Moskal & Associates, Ltd.
15601 S. Cicero Ave., #101
Oak Forest, IL 60452

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

AFFIDAVIT OF HEIRSHIP

MICHAEL J. DALY, on oath states:

1. THOMAS D. DALY, died in Worth, Illinois on October 21, 2009, at the age of 39 years. A copy of the death certificate is attached as Exhibit "A".
2. I am of legal age. I reside at 6507 W. 91st Place, Oak Lawn, IL 60453. I am the brother of the decedent and have knowledge of the facts contained herein.
3. At the time of his death, THOMAS D. DALY owned an undivided interest in property by virtue of a properly recorded quit claim deed, said property located in Cook County, State of Illinois and legally described as follows:

Lot 10 in Block 1 in Warren J. Peter's Addition to Ridgeland Gardens, in the East ½ of the Southwest ¼ of Section 17, Township 37 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois as Document No. 1450983, in Cook County, Illinois.

Commonly known as 10737 S. Lombard, Chicago Ridge, Illinois 60415
Permanent Index No.: 24-17-301-009-0000

4. The decedent, THOMAS D. DALY, was married once to LYNETTE POWLEY DALY nka LYNETTE MCQUADE, which marriage ended by divorce. The following child and no other was born to or adopted by THOMAS D. DALY and Lynette McQuade:
 - A. SYDNEY DALY, living, a minor.
5. No other child was born to or adopted by THOMAS D. DALY.
6. Based upon the foregoing, decedent, THOMAS D. DALY, left as his heirs:
 - A. SYDNEY DALY, his daughter, a minor, no other legal disabilities.

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7. The decedent, THOMAS D. DALY, died testate. A certified copy of her Last Will and Testament is attached as Exhibit "B". In Article 2, Section 2.2(a), the decedent gives the balance of his estate to the trustee of the Children's Single Fund Trust.

8. Based upon the foregoing, THOMAS D. DALY, left as his sole legatee:

A. MICHAEL J. DALY, Trustee of the Sydney Daly Beneficiary Single Fund Trust.

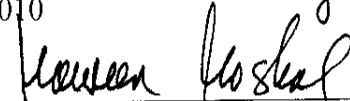
9. LYNETTE MCQUADE, Parent and Guardian of Sydney Daly, and Michael J. Daly, Trustee of the Sydney Daly Beneficiary Single Fund Trust are required to sign any Deed of Conveyance because one is the direct heir and one is the sole legatee of the decedent, THOMAS D. DALY.

10. There are no federal estate or Illinois estate taxes due as a result of the death of the decedent, THOMAS D. DALY.

11. Any and all debts and funeral expenses of the decedent have been paid.


MICHAEL J. DALY

Subscribed and sworn to before
me this 8th day of July,
2010


Notary Public



Prepared by:
Maureen Moskal
Moskal & Associates, Ltd.
15601 South Cicero Avenue
Suite 101
Oak Forest, Illinois 60452

Clerk's Office

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CERTIFICATION OF DEATH RECORD

CHICAGO, ILLINOIS MEDICAL CERTIFICATE OF DEATH

STATE FILE NUMBER 2009 0076949

DATE ISSUED 10/26/2009

DECEDENT'S LEGAL NAME THOMAS D DALY			SEX MALE	DATE OF DEATH OCTOBER 21, 2009	
COUNTY OF DEATH COOK	AGE AT LAST BIRTHDAY 39 YEARS		DATE OF BIRTH APRIL 10, 1970		
CITY OR TOWN WORTH		HOSPITAL OR OTHER INSTITUTION NAME 11235 S OAK PARK AVENUE			
PLACE OF DEATH BROTHERS HOME					
BIRTHPLACE CHICAGO, IL	SOCIAL SECURITY NUMBER	MARITAL STATUS AT TIME OF DEATH DIVORCED		SURVIVING SPOUSE'S NAME	
RESIDENCE 10737 S LOMBARD AVENUE		APT. NO.	CITY OR TOWN CHICAGO RIDGE		EVER IN U.S. ARMED FORCES? NO
INSIDE CITY LIMITS? YES					
COUNTY COOK	STATE IL	ZIP CODE 60415	FATHER'S NAME EUGENE DALY		MOTHER'S NAME PRIOR TO FIRST MARRIAGE PATRICIA CRONIN
INFORMANT'S NAME EUGENE DALY		RELATIONSHIP FATHER		MAILING ADDRESS 11110 S NASHVILLE, WORTH, IL, 60482	
METHOD OF DISPOSITION BURIAL		PLACE OF DISPOSITION HOLY SEPULCHRE CATHOLIC CEMETERY		LOCATION - CITY OR TOWN AND STATE ALSIP, IL	DATE OF DISPOSITION OCTOBER 24, 2009
FUNERAL HOME THOMPSON AND KUENSTER FUNERAL HOME, 6370 W. 95TH STREET, OAK LAWN, IL, 60453					
FUNERAL DIRECTOR'S NAME ROBERT BERNARD KUENSTER				FUNERAL DIRECTOR'S ILLINOIS LICENSE NUMBER 034011257	
LOCAL REGISTRAR'S NAME DAVID ORR				DATE FILED WITH LOCAL REGISTRAR OCTOBER 23, 2009	
CAUSE OF DEATH PART I: CEREBRAL EDEMA					
IMMEDIATE CAUSE (Final disease or condition resulting in death)		a. _____ Due to (or as a consequence of):		APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH	
		b. MULTIFORCAL BRAIN METASTASES Due to (or as a consequence of):			
		c. METASTATIC MELANOMA Due to (or as a consequence of):			
PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I				WAS AN AUTOPSY PERFORMED? NO	
				WERE AUTOPSY FINDINGS USED TO COMPLETE CAUSE OF DEATH? N/A	
DID TOBACCO USE CONTRIBUTE TO DEATH? NO		FEMALE PREGNANCY STATUS NOT APPLICABLE		MANNER OF DEATH NATURAL	
DATE OF INJURY		TIME OF INJURY	PLACE OF INJURY		INJURY AT WORK?
LOCATION OF INJURY					
DESCRIBE HOW INJURY OCCURRED:					IF TRANSPORTATION INJURY, SPECIFY:
ATTEND THE DECEASED? YES		DATE LAST SEEN ALIVE OCTOBER 02, 2009	WAS MEDICAL EXAMINER OR CORONER CONTACTED? NO		DATE PRONOUNCED
				TIME OF DEATH 02:55 AM	
CERTIFIER PHYSICIAN				DATE CERTIFIED OCTOBER 23, 2009	
NAME, ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH JEFFREY FRANK MD, 5841 SOUTH MARYLAND, CHICAGO, ILLINOIS, 60637				PHYSICIAN'S LICENSE NUMBER 036075689	



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

David Orr
David Orr
Cook County Clerk



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

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WILL OF THOMAS D. DALY

I, THOMAS D. DALY, of Chicago Ridge, Illinois, make this my Will and revoke all prior wills and codicils.

Article 1 Introduction

1.1 My Family. I am divorced. I have one child now living, namely Sydney Daly. I intend by this Will to provide for my daughter, Sydney Daly, including any other children born or adopted in the future.

1.2 Guardian. I name as personal fiduciary for and as guardian of the person and estate of any minor child of mine the first of the following who is from time to time willing and able to act in the event my child's mother chooses not to act:

- (a) my brother, Michael J. Daly;
- (b) my brother, James Daly;
- (b) my brother, Eugene Daly.

I authorize the individual nominated above to remove any minor child of mine and the child's estate to the individual's place of residence, even if that place of residence is outside the State of Illinois, in order to seek appointment as guardian by the court of that place of residence in any of the foregoing capacities. The inability of an individual nominated above to serve in one or more of the foregoing capacities because of the individual's place of residence shall not affect the right of the individual to serve in the other foregoing capacity or capacities. If I have more than one minor child, I desire that my minor children not be separated and the same individual be appointed guardian of the person for all my minor children. No security, surety, or bond shall be required of any guardian.

Article 2 Gifts on My Death

2.1 Gifts of Tangible Personal Property. I give all my tangible personal property to my daughter, Sydney Daly, if my daughter survives me, or if my daughter does not survive me, to my brother, Michael J. Daly, to dispose of as he determines. The term "tangible personal property" means all personal and household effects, jewelry, automobiles, collections, and other tangible personal property that I own at my death (including insurance thereon but excluding business use property, precious metals, and unset gems).

2.2 Gift of Balance. I give the balance of my estate as follows:

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(a) Any Child Under Age 25. If there is a surviving child of mine under age 25 at my death, I give the balance of my estate to the trustee to hold as the Children's Single Fund Trust; or

(b) No Child Under Age 25. If there is no surviving child of mine under age 25 at my death, I give the balance of my estate to the trustee to allocate in shares of equal value for my surviving children, subject to the Child's Separate Trust withholding provisions, provided that if a child of mine predeceased me but a descendant of the child survives me, the trustee shall distribute the share that would have been allocated for the deceased child, if living, per stirpes to the child's descendants who survive me.

2.4 Survivorship. Only persons living on the 30th day after the day of my death shall be deemed to have survived me for purposes of this Article.

Article 3 Children's Single Fund Trust

The trustee shall administer the Children's Single Fund Trust as follows:

3.1 Discretionary Payment of Income and Principal. The trustee may pay as much of the income and principal to any one or more of my children and their descendants as the trustee from time to time considers necessary for the health, maintenance in reasonable comfort, or education of each of them. The trustee may make the payments in equal or unequal shares, taking into account the present and prospective needs of those persons. Any income not so paid in each year shall be added to principal at the end of each year.

3.2 Distribution on Termination. When there is no living child of mine under age 25, the trustee shall terminate the Children's Single Fund Trust by allocating it in shares of equal value for my then living children, subject to the Child's Separate Trust withholding provisions, provided that if a child of mine is not then living but a descendant of the child is then living, the trustee shall distribute the share that would have been allocated for the deceased child, if living, per stirpes to the child's then living descendants.

Article 4 Child's Separate Trusts

Any trust property allocated for a child of mine subject to the Child's Separate Trust withholding provisions shall be added to or used to fund the principal of a Child's Separate Trust for the child. The trustee shall administer each Child's Separate Trust as follows:

4.1 Mandatory Payment of Income. The trustee shall pay all the income to the child.

4.2 Discretionary Payment of Principal. The trustee may pay to the child as much of the principal as the trustee from time to time considers necessary for the health, maintenance in reasonable comfort, or education of the child.

4.3 Lifetime Withdrawal of Principal. After the child has attained age 28, the trustee shall distribute as much of the principal to the child as the child from time to time requests by written instrument delivered to the trustee during the child's life, not exceeding in the aggregate half in

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value before the child has attained age 30. For purposes of this paragraph, the value of the principal shall be determined as of the time the child first exercises the right to withdraw, plus the value of any subsequent additions as of the time of addition.

4.4 Power of Appointment at Death. On the death of the child, the trustee shall distribute the Child's Separate Trust to any one or more persons, organizations, and the child's estate as the child appoints by will, specifically referring to this power of appointment.

4.5 Distribution on Termination. On the death of the child, the trustee shall distribute the Child's Separate Trust not effectively appointed as follows:

(a) Any Descendant Living. If the child has a descendant then living, per stirpes to the child's then living descendants; or

(b) No Descendant Living. If the child has no descendant then living, but I have a descendant then living, to the trustee to allocate in shares of equal value for my then living children, subject to the Child's Separate Trust withholding provisions, provided that if a child of mine is not then living but a descendant of the child is then living, the trustee shall distribute the share that would have been allocated for the deceased child, ff living, per stirpes to the child's living descendants.

Article 5

Distribution to Beneficiaries Under Prescribed Age

Any property to be distributed (other than a discretionary payment or a distribution pursuant to a power of appointment) to a beneficiary who is not a child of mine and is under age 25 at the time of distribution shall immediately vest in the beneficiary, but the executor shall distribute the property to the trustee (or the trustee shall continue to retain the property) as a separate trust for the beneficiary on the following terms. The trustee may pay to the beneficiary as much of the income and principal as the trustee deems advisable for the beneficiary's health, maintenance in reasonable comfort, education, or best interests. Any income not so paid in each year shall be added to principal at the end of each year. The trustee shall distribute the remaining trust assets to the beneficiary when the beneficiary attains age 30 or to the beneficiary's estate if the beneficiary dies prior to receiving the assets. If at the time the trust is created or during the administration of the trust the beneficiary is under age 21, the trustee may terminate the trust and distribute the property to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act.

Article 6

Contingent Gift Provision

On my death if no descendant of mine survives me or on the death of the last to die of all beneficiaries of any trust (the "termination date"), my estate or any of the trust not otherwise distributable shall be distributed to my brother, Michael J. Daly, if he survives me and if does not, then to my heirs. Heirs and their respective shares shall be determined under the laws of descent and distribution of Illinois at my death for property located in Illinois as if I had died on the termination date domiciled in Illinois.

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Article 7 Executor

7.1 Executor. I name as my executor the first of the following who is from time to time willing and able to act:

- (a) my brother, Michael J. Daly;
- (b) my brother, James Daly;
- (c) my brother, Eugene Daly.

7.2 Waiver of Surety. No security, surety, or bond shall be required of my executor. If permitted by law and if not inconsistent with the best interests of the beneficiaries as determined by my executor, the administration of my estate shall be independent of the supervision of any court.

7.3 Executor Powers. I give to my executor, with respect to my estate, all the powers, authorities, discretions, and immunities granted to the trustee with respect to the trusts under this instrument, to be exercised without authorization from any court, except, as to property subject to administration outside the state of my domicile, only with the approval of my domiciliary executor.

7.4 Disclaimers. I give to my executor the power to disclaim any property or interest on my behalf without court approval.

7.5 Determinations by Executor. My executor's reasonable determination of any question of fact shall bind all persons.

7.6 Exoneration of Executor. Any individual executor acting in good faith shall not be liable for any act or omission. No executor shall be liable for any act or omission of another executor.

7.7 Special Executor. If my executor (the "principal executor") is unable or unwilling to act as executor as to any property, such person or qualified corporation as the principal executor shall designate by signed instrument shall act as special executor as to that property. Any special executor may resign at any time by giving written notice to the principal executor. The special executor shall have the powers granted to the principal executor under this instrument, to be exercised with the approval of the principal executor. Net income and any proceeds of sale shall be paid to the principal executor, to be administered under this instrument. The principal executor may remove and replace the special executor at any time.

Article 8 Trustee

8.1 Appointment of Trustee. My brother, Michael J. Daly, shall be the trustee of each trust created under this instrument.

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8.2 Resignation. A trustee may resign at any time by signed notice to the co-trustees, if any, and to the income beneficiaries.

8.3 Individual Trustee Succession. Each acting individual trustee (unless limited in the instrument in which the trustee was designated) may, by signed instrument filed with the trust records (a) designate one or more individuals or qualified corporations to act with or to succeed the trustee consecutively or concurrently, in any stated combination and on any stated contingency, and (b) amend or revoke the designation before the designated trustee begins to act.

8.4 Default of Designation. If at any time no trustee is acting and no designated trustee is able and willing to act, then the first of the following who is able and willing to act shall be trustee:

- (a) my brother, James Daly;
- (b) my brother, Eugene Daly;
- (c) Any individual or qualified corporation appointed in an instrument signed by a majority of the income beneficiaries

8.5 Corporate Trustee Substitution. A corporate trustee may be removed at any time by an instrument signed by a majority of the income beneficiaries but only if, on or before the effective date of removal, a qualified corporation has been appointed corporate trustee in the same manner.

Article 9 Trustee Actions

9.1 Control. Except as otherwise provided, whenever more than one trustee is acting, the "trustee" means all trustees collectively, and a majority of the trustees qualified to participate in an action or decision of the trustees shall control. Any trustee who is not qualified to participate in or dissents from such action or decision shall not be liable therefor.

9.2 Accountings. Upon written request, the trustee shall send a written account of all trust receipts, disbursements, and transactions and the property comprising the trust to each income beneficiary and, at the option of the trustee, to the future beneficiaries of the trust. A "future beneficiary" of a trust is a person to whom the assets of the trust would be distributed or distributable if the trust then terminated. Unless court proceedings on the account are commenced within three months after the account is sent, the account shall bind and be deemed approved by all of the following beneficiaries who have not filed written objections to the account with the trustee within three months after the account is sent and the trustee shall be deemed released by all such beneficiaries from liability for all matters covered by the account as though such account was approved by a court of competent jurisdiction: (a) each beneficiary to whom the account was sent and (b) if the account was sent to all income and future beneficiaries of the trust, then all beneficiaries of the trust who have any past, present, or future interest in the matters covered by the account.

9.3 Trustee's Right to Account Settlement Before Distribution. Before distribution of any trust principal, the trustee shall have the right to require settlement of any open accounts of the

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trust from which the distribution is being made, either by the written approval and release of all beneficiaries having an interest in the distribution or, if the releases cannot be obtained, by court settlement of the open accounts. All the trustee's reasonable fees and expenses (including attorneys' fees) attributable to approval of the trustee's accounts shall be paid by the trust involved.

9.4 Acceptance of Predecessor's Accounts. On the signed direction of the income beneficiaries, the trustee shall accept without examination the accounts rendered and property delivered by or for a predecessor trustee or my executor. Such acceptance shall fully discharge the predecessor trustee or my executor and shall bind all beneficiaries.

9.5 Notice. If a beneficiary is under legal disability, the trustee shall give any notice or accounting to the beneficiary's personal representative, if any, and if none, to a parent of the beneficiary, if any, and if none, to any person who the trustee believes has demonstrated concern for the interest of the beneficiary. That person may sign any instrument for the beneficiary.

9.6 Special Trustees. If the trustee (the "principal trustee") is unable or unwilling to act as trustee as to any property, such person or qualified corporation as the principal trustee shall designate by signed instrument shall act as special trustee as to that property. Any special trustee may resign at any time by giving written notice to the principal trustee. The special trustee shall have the powers granted to the principal trustee under this instrument, to be exercised with the approval of the principal trustee. Net income and any proceeds of sale shall be paid to the principal trustee, to be administered under this instrument. The principal trustee may remove and replace the special trustee at any time.

9.7 Delegation to Co-Trustee. Any individual trustee may delegate any or all of that trustee's powers and duties to a co-trustee, except that no trustee shall be permitted to delegate any discretion with respect to the distribution of income or principal to a beneficiary. Any delegation may be for a definite or indefinite period and may be revoked by the delegating trustee. Any delegation or revocation shall be in writing, signed by the delegating trustee, and delivered to the co-trustee to whom the delegation is made. Any person or institution may rely on the written certification of a co-trustee that the co-trustee has the power to act without concurrence of any other trustee, provided, however, that the co-trustee shall attach to the written certification a copy of the instrument by which the powers and duties have been delegated.

9.8 Compensation. The trustee shall be entitled to reimbursement for expenses and to reasonable compensation.

9.9 Determinations by Trustee. The trustee's reasonable determination of any question of fact shall bind all persons.

9.10 Third-Party Dealings. The trustee's certification that the trustee is acting according to this instrument shall protect anyone dealing with the trustee. No one need see to the application of money paid or property delivered to the trustee.

9.11 Exoneration of Trustee. Any individual trustee acting in good faith shall not be liable for any act or omission. No trustee shall be liable for any act or omission of another trustee.

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9.12 Bond. No trustee need give bond to, qualify before, or account to any court.

9.13 Powers of Successor Trustee. Unless expressly limited, each successor trustee shall have all the titles, powers, duties, discretions, and immunities of the original trustee.

Article 10 Trustee Powers

In addition to all powers granted by law, the trustee shall have the following powers, to be exercised in a fiduciary capacity:

10.1 Retention. To retain any property transferred to the trustee, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

10.2 Sale. To sell at public or private sale, contract to sell, grant options to buy, convey, transfer, exchange, or partition any real or personal property of the trust for such price and on such terms as the trustee sees fit;

10.3 Real and Tangible Personal Property. To make leases and subleases and grant options to lease, although the terms thereof commence in the future or extend beyond the termination of any trust; to purchase, operate, maintain, improve, rehabilitate, alter, demolish, abandon, release, or dedicate any real or tangible personal property; and to develop or subdivide real property, grant easements, and take any other action with respect to real or tangible personal property that an individual owner thereof could take;

10.4 Borrowing. To borrow money from any lender, extend or renew any existing indebtedness, and mortgage or pledge any property in the trust;

10.5 Investing. To invest in bonds, common or preferred stocks, notes, options, common trust funds, mutual funds, shares of any investment company or trust or other securities, life insurance, partnership interests, general or limited, limited liability company interests, joint ventures, real estate, or other property of any kind, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

10.6 Joint Investments; Distribution; Determination of Value. To make joint investments for two or more trusts held by the same trustee; to distribute property in cash or in kind, or partly in each; and to allocate or distribute undivided interests, different property, or disproportionate interests to the beneficiaries, and to determine the value of any property so allocated or distributed; but no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes, and no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

10.7 Rights as to Securities. To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments and to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to exercise or sell stock subscription or conversion rights;

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10.8 Conservation of Assets. To take any action that an individual owner of an asset could take to conserve or realize the value of the asset and with respect to any foreclosure, reorganization, or other change with respect to the asset;

10.9 Delegation. To employ agents, attorneys, and proxies of all types (including any firm in which a relative of mine or his or her spouse is a partner, associate, or employee or is otherwise affiliated) and to delegate to them any powers the trustee considers advisable;

10.10 Payment of Expenses and Taxes. To pay all expenses incurred in the administration of the trust and to pay all taxes imposed on the trust;

10.11 Determination of Principal and Income. To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (a) if the trust is a beneficiary or owner of an individual account in any employee benefit plan or individual retirement plan, income earned after death in the account shall be income of the trust, and if the trustee is required to pay all trust income to a beneficiary, the trustee shall collect and pay the income of the account to the beneficiary at least quarterly (and to the extent that all income cannot be collected from the account, the deficiency shall be paid from the principal of the trust); (b) reasonable reserves for depreciation, depletion, and obsolescence may be established out of income and credited to principal only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement, or replacement of trust property that the trustee deems advisable; and (c) any premium paid for interest-bearing debt obligations shall be amortized as an income expense;

10.12 Dealings with Fiduciaries. To deal with, purchase assets from, or make loans to the fiduciary of any trust made by me or a trust or estate in which any beneficiary under this trust has an interest, even though a trustee under this instrument is the fiduciary, and to retain any assets or loans so acquired, regardless of diversification and regardless of whether the property would be considered a proper trust investment; to deal with a corporate trustee under this instrument individually or a parent or affiliate company; and to deal with the fiduciary of any other estate, trust, or custodial account even though the fiduciary is a trustee under this instrument;

10.13 Compromising Claims. To litigate, compromise, settle or abandon any claim or demand in favor of or against the trust;

10.14 Nominee Arrangements. To hold any asset in the name of a nominee, in bearer form or otherwise, without disclosure of any fiduciary relationship;

10.15 Elections Under Retirement Plans. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan, or insurance contract, the mode of distribution of the proceeds thereof, or change the beneficial ownership, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election or change;

10.16 Liability Insurance. To purchase liability and casualty insurance of any kind for the protection of the trust estate, including comprehensive liability insurance;

10.17 Accepting Additional Property. To accept additional property from any source and administer it as a part of the trust and, if the addition is made by a will, to accept the statement of

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the personal representative of the estate of the transferor that the property delivered to the trustee constitutes all of the property to which the trustee is entitled without any duty to inquire into such representative's administration or accounting;

10.18 Environmental Matters. To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust, or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property that may have environmental damage; and to expend trust property to do the foregoing; and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

10.19 Qualified Conservation Easements. To create, on land meeting the requirements of Code §2031(c)(8)(A), a qualified conservation easement, as defined in Code §2031(c)(8)(B), with or without the consent of any beneficiary, and to make the election provided in Code §2031(c)(6); and

10.20 Ability To Take Other Actions. To do all other acts to accomplish the proper management, investment, and distribution of the trust.

Article 11 Administrative Provisions

11.1 Income Payments. Mandatory income payments shall be made at least quarterly.

11.2 Standard for Discretionary Payments. In the exercise of discretion to make a payment to a beneficiary, the trustee may consider all income and resources known to the trustee to be available to the beneficiary and the standard of living of the beneficiary.

11.3 Exercise of Power of Appointment. A lifetime power of appointment granted under this instrument may be exercised only by written instrument specifically referring to the power. A testamentary power of appointment granted under this instrument may be exercised only by a will specifically referring to the power. The appointment may be either outright or subject to such trusts and conditions as the holder of the power designates. The holder of the power may grant to any person to whom principal may be appointed further powers of appointment. In determining whether a testamentary power of appointment has been exercised, the trustee may rely on an instrument admitted to probate in any jurisdiction as the will of the holder of the power or may assume the power of appointment was not exercised in the absence of actual notice of the holder's will within three months after the holder's death.

11.4 No Advancements. No payment made to any beneficiary under this instrument shall be treated as an advancement.

11.5 Allocation of Assets and Income. For purposes of funding any pecuniary gifts (including any pecuniary formula gifts), the trustee may allocate or distribute assets in any manner, but the trustee shall value each asset at its fair market value on the date on which the asset is allocated or distributed. Any pecuniary gift (including any pecuniary formula gift) in trust

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or to my spouse shall include a pro rata share of the income of my estate from the date of my death to the date or dates of allocation or distribution.

11.6 Small Trust Termination. The trustee may terminate any trust with a value at the time of termination less than the Minimum Trust Value. This power may not be exercised by a trustee who is a beneficiary of the trust. The Minimum Trust Value shall be the sum of (a) \$100,000 and (b) the percentage increase, if any, in the cost of living from January 1 of the year in which I executed this instrument until January 1 of the year of termination multiplied by \$100,000. For this purpose, the increase in the cost of living shall be determined pursuant to the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. If that index ceases to be published, there shall be substituted any other index the trustee determines to reflect similar information. Distribution under this paragraph shall be to the income beneficiaries in the proportions in which they are entitled to share the income or, if their interests are indefinite, to the income beneficiaries in equal shares.

11.7 No Rule Against Perpetuities. I intend that each trust established under this instrument shall be a Qualified Perpetual Trust under Illinois law and shall not be subject to the Rule Against Perpetuities. The power of the trustee to sell, lease, or mortgage assets shall be construed as enabling the trustee to sell, lease, or mortgage trust property for any period beyond the Rule Against Perpetuities. If assets that would not qualify as part of a Qualified Perpetual Trust would otherwise be added to any trust established under this instrument, the trustee shall segregate those assets and administer them as a separate trust identical to the one to which the assets would have been added, except that, despite any other provision, 21 years after the death of the last to die of all of the beneficiaries living at my death each such separate trust then held under this instrument shall be distributed to the income beneficiaries in the proportions in which they are entitled to share the income, or, if their interests are indefinite, to the income beneficiaries in equal shares.

11.8 Facility of Payment. The trustee may make any payments (other than distributions on termination) to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the following ways: (a) to the legally appointed guardian of the beneficiary, (b) to an adult relative or friend of the beneficiary in reimbursement for proper expenditures on behalf of the beneficiary, (c) to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act, (d) by making direct expenditures for the benefit of the beneficiary, or (e) to the beneficiary directly. The executor may make distributions of tangible personal property to a beneficiary under legal disability or whom the executor determines to be unable to properly manage his or her affairs in any of the ways listed in (a), (c), or (e) above.

11.9 Spendthrift. No interest under this instrument shall be assignable by any beneficiary or be subject to the claims of his or her creditors, including claims for alimony or separate maintenance. The preceding sentence shall not be construed as restricting in any way the exercise of any right of withdrawal or power of appointment or the ability of any beneficiary to release his or her interest.

11.10 Consolidation and Division of Trusts. The trustee may at any time consolidate any trust held under this instrument with any other trust if the beneficiaries of the trusts are the same and the terms of the trusts are substantially similar. Further, the trustee, in the trustee's absolute

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discretion, may divide a trust (the "initial trust") into two or more separate trusts and may segregate an addition to a trust (the "initial trust") as a separate trust.

(a) Funding. In dividing the initial trust, if the division is to be effective as of my death or as of the death of any other person, the trustee shall fund each separate trust with property having an aggregate fair market value fairly representative of the appreciation or depreciation in value from the date of such death to the date of division of all property subject to the division.

(b) Terms. A trust created pursuant to this paragraph shall have the same terms and conditions as the initial trust, and any reference to the initial trust in this instrument shall refer to that trust. The rights of beneficiaries shall be determined as if that trust and the initial trust were aggregated, but (1) different tax elections may be made as to the trusts, (2) disproportionate discretionary distributions may be made from the trusts, (3) taxes may be paid disproportionately from the trusts, (4) upon termination the share of a remainder beneficiary (including any recipient trust) may be satisfied with disproportionate distributions from the trusts, and (5) a beneficiary of the trusts may disclaim an interest in one of the trusts without having to disclaim an interest in another trust. In administering, investing, and distributing the assets of the trusts and in making tax elections, the trustee may consider differences in federal tax attributes and all other factors the trustee believes pertinent.

11.11 Accrued and Unpaid Income. On the death of any beneficiary, any accrued or unpaid income shall be paid as income to the next beneficiary succeeding in interest.

11.12 Controlling Law. The validity and effect of each trust and the construction of this instrument and of each trust shall be determined in accordance with the laws of Illinois. The original situs and original place of administration of each trust shall also be Illinois, but the situs and place of administration of any trust may be transferred at any time to any place the trustee determines to be for the best interests of the trust.

11.13 Life Insurance. My executor and the trustee shall take whatever action each considers best to collect the proceeds of any policies then payable to my estate or the trustee, but they need not incur expense or take legal proceedings unless indemnified. Payment to and the receipt of my executor or the trustee shall be a full discharge of the liability of any insurance company, which need not take notice of this instrument or see to the application of any payment.

Article 12

Payment of Death Taxes, Expenses, and Debts

12.1 Payments. My executor shall make the following payments:

- (a) Death Taxes. All of my death taxes.
- (b) Expenses. All expenses of my last illness, funeral, and burial; costs of safeguarding and delivering tangible personal property; and estate administration expenses.
- (c) Debts. All of my debts, other than debts secured by life insurance, by an interest in a land trust or cooperative, or by real property.

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12.2 Source of Payments Generally. My executor shall make all payments required under this Article from my estate remaining after distribution of any gifts of tangible personal property. Notwithstanding the preceding sentence, my executor shall pay from the disclaimed assets all generation-skipping transfer taxes on direct skips of which I am the transferor occurring at my death as a result of a disclaimer.

12.3 Apportionment and Reimbursement for Death Taxes and Expenses. I do not waive any rights my executor has under Code §§2206, 2207, 2207A, and 2207B or any similar statutes of any state (or any comparable provisions in effect at my death), and I authorize my executor to take such actions as are necessary to obtain reimbursement under those Code sections and statutes, including withholding distributions. I waive all other rights to reimbursement and apportionment.

12.4 Tax Elections. My executor may make elections under tax laws and employee benefit plans and may make allocations of any available GST exemption as my executor deems advisable. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for any such election or allocation.

Article 13 Definitions

13.1 Balance of My Estate. The “balance of my estate” means my estate reduced by any payments of expenses, debts, and death taxes required to be paid from my estate and any gifts of specific assets.

13.2 Child and Descendant.

(a) Child. A “child” of a person means only (1) a child born to the person or to the person’s spouse while they are lawfully married; (2) a natural child of the person born while the parents are not lawfully married if the parents subsequently become lawfully married, but only for purposes of any allocation or distribution made after that marriage; (3) a child lawfully adopted by the person prior to that child’s attaining age 21; or (4) a natural child of that person if that person is a female.

(b) Descendant. A child of a person is a “descendant” of that person and of all ancestors of that person. A person’s descendants include all such descendants whenever born. Except when distribution or allocation is directed to descendants per stirpes, the word “descendants” includes descendants of every degree whether or not a parent or more remote ancestor or a descendant is also living.

(c) Child in Gestation. A child in gestation on the date any allocation or distribution is to be made shall be deemed to be living on that date if the child is subsequently born alive and lives for at least 90 days.

13.3 Code. References to sections of the “Code” refer to the Internal Revenue Code of 1986, as amended from time to time, and include corresponding provisions of subsequent federal tax laws.

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13.4 Death Taxes. "Death taxes" includes all estate, transfer, inheritance, and other succession taxes (including penalties and interest) imposed by reason of death. "Death taxes" shall not include generation-skipping transfer taxes imposed on any generation-skipping transfers other than direct skips made at the decedent's death of which the decedent is the transferor.

13.5 Education. "Education" means a preschool, grade school, middle school, high school, college, university, and professional or postgraduate education, any vocational studies or training, reasonable related living expenses, and reasonable travel expenses to and from the educational institution.

13.6 Incapacity. A person shall be considered incapacitated if under a legal disability or unable to give prompt and intelligent consideration to financial affairs. The existence of the inability may be determined by a physician, and any person may rely on written notice of the determination. A person already acting as executor or trustee shall cease to act on incapacity.

13.7 Income Beneficiary. An "income beneficiary" means a person to whom or for whose benefit income of any trust is or may be currently distributed.

13.8 Per Stirpes. Whenever assets are to be allocated for or distributed to the descendants of a person "per stirpes," those assets shall be divided into equal shares, one such share for each then living child of that person and one such share for each deceased child of that person who has a descendant then living. Any such deceased child's share shall then be allocated for or distributed to that child's descendants per stirpes in accordance with the preceding sentence and this sentence.

13.9 Qualified Corporation. A "qualified corporation" means any bank, trust company, or other corporate entity that is authorized to act as trustee and that is not a related or subordinate party under Code §672(c) as to any beneficiary under this instrument.

13.10 Spouse. The "spouse" of any person, other than me, means the individual legally married to, and not legally separated from, that person on the date of the distribution then in question or on the date of the prior death of that person.

Article 14 Captions and Context of Terms

Captions shall have no impact or meaning as to the terms of this instrument. Singular and plural and masculine, feminine, and neuter shall be interchangeable as required or permitted in the context of this instrument.

Signed on 9/27, 2009.



THOMAS D. DALY

The testator, THOMAS D. DALY, signed this Will in our presence on the date it bears. Immediately thereafter, at the testator's request and in the testator's presence and in the presence

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of each other, we signed our names as witnesses. We certify that we believed the testator to be of sound mind and memory at the time of signing.

Witnesses

Addresses

<u>Harold [Signature]</u>	residing at	<u>1304 N. Central</u>
		<u>Chicago, IL 60643</u>
<u>Joyita [Signature]</u>	residing at	<u>8018 S. Patricia St.</u>
		<u>Chicago, IL 60652</u>
<u>Margaret [Signature]</u>	residing at	<u>15201 S. Cicero Ave., Suite 101</u>
		<u>Dale Forest, IL 60452</u>

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T.D.W

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COOK COUNTY
RECORDED OF DEEDS
SCANNED BY _____

I hereby certify that the instrument to which this certification is affixed is a true copy.

Date 7-8-10

Dorothy Brown
Clerk of the Circuit Court
of Cook County, IL

