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Doc#: 1029329103 Fee: \$64.00  
Eugene "Gene" Moore FHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/20/2010 04:18 PM Pg: 1 of 15

Property of Cook County Clerk's Office

**RECORDING COVER PAGE  
AFFIDAVIT**

Parcel No. 11-18-314-021-1038  
Address: 1500 Oak Avenue, Unit 5E, Evanston, IL 60202

**INSTRUMENT PREPARED BY:**

Frank R. Cohen  
Deutsch, Levy & Engel, Chartered  
225 West Washington Street  
Suite 1700  
Chicago, Illinois 60606

**MAIL TO:**

Frank R. Cohen  
Deutsch, Levy & Engel, Chartered  
225 West Washington Street  
Suite 1700  
Chicago, Illinois 60606

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STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )

## AFFIDAVIT

I, Douglas A. Opotowsky, hereby state as follows:

1. The property commonly known as 1500 Oak Avenue, Unit 5E, Evanston, Illinois, 60202, is currently held in the name of the Gloria A. Opotowsky Living Trust under Trust Agreement dated October 7, 1993.

Permanent Real Estate Index Number: 11-18-314-021-1038  
Address of Real Estate: 1500 Oak Avenue, Unit 5E, Evanston, IL 60202

Legally described as follows:

See Exhibit A attached

2. Emanuel Opotowsky, the Trustee of the Gloria A. Opotowsky Living Trust died on July 29, 1997 (see death certificate attached hereto as Exhibit B);

3. Douglas A. Opotowsky became the successor Trustee under the Gloria A. Opotowsky Living Trust u/a/d October 7, 1993, following the death of Emanuel Opotowsky (see a copy of the Gloria A. Opotowsky Living Trust under Trust Agreement dated October 7, 1993, attached hereto as Exhibit C).

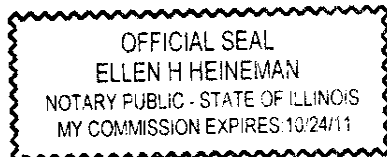
*Douglas A. Opotowsky*  
\_\_\_\_\_  
Douglas A. Opotowsky

SUBSCRIBED AND SWORN TO BEFORE

me this 11<sup>th</sup> day of October, 2010

*Ellen H. Heineman*  
\_\_\_\_\_  
Notary Public

323363-1



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EXHIBIT A

UNIT NUMBER 5-'E' AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): LOT 1 IN THE PLAT OF CONSOLIDATION OF THE NORTH 36 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4 IN BLOCK 55 IN EVANSTON, IN THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1969 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 20989692 WHICH SAID SURVEY IS ATTACHED AS EXHIBIT 'A' TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 25, 1969 AND KNOWN AS TRUST NUMBER 27931 AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 21376247, TOGETHER WITH AN UNDIVIDED 2.20 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREON AS DEFINED AND SET FORTH IN SAID DELCARATION AND SURVEY) IN COOK COUNTY, ILLINOIS

Cook County Clerk's Office

93836029

**STATE OF ILLINOIS**  
**MEDICAL CERTIFICATE OF DEATH**

DECEASED'S BIRTH NO. \_\_\_\_\_ REGISTRATION DISTRICT NO. 16.03 REGISTERED NUMBER 907 STATE FILE NUMBER \_\_\_\_\_

**DECEASED**

1. DECEASED-NAME FIRST MIDDLE LAST SEX DATE OF DEATH (MONTH, DAY, YEAR)  
Emanuel Opotowsky 2. male 3. July 29 1997

4. COUNTY OF DEATH AGE-LAST BIRTHDAY (YRS) UNDER 1 YEAR UNDER 1 DAY DATE OF BIRTH (MONTH, DAY, YEAR)  
Cook 5a. 79 5b. 5 5c. 5 6. October 13, 1917

6a. CITY, TOWN, TWP, OR ROAD DISTRICT NUMBER HOSPITAL OR OTHER INSTITUTION-NAME (IF NOT IN EITHER, GIVE STREET AND NUMBER) 6c. Residence  
Evanston 6b. 1500 Oak Avenue 6c. Residence

7. BIRTHPLACE (CITY AND STATE OR FOREIGN COUNTRY) MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY) NAME OF SURVIVING SPOUSE (MAIDEN NAME, IF WIFE) 9. WAS DECEASED EVER IN U.S. ARMED FORCES? (YES/NO)  
Chicago, IL 8a. Married 8b. Gloria Shearer 9. yes

10. SOCIAL SECURITY NUMBER USUAL OCCUPATION KIND OF BUSINESS OR INDUSTRY EDUCATION (SPECIFY ONLY HIGHEST GRADE COMPLETED)  
2692 11a. Retail 11b. Leather 12. 3

13a. RESIDENCE (STREET AND NUMBER) CITY, TOWN, TWP, OR ROAD DISTRICT NO. INSIDE CITY (YES/NO) COUNTY  
1500 Oak Park Ave # 5E 13b. Evanston 13c. yes 13d. Cook

13e. STATE ZIP CODE RACE (WHITE, BLACK, AMERICAN INDIAN, etc.) (SPECIFY) OF HISPANIC ORIGIN? (SPECIFY NO OR YES-IF YES, SPECIFY CUBAN, MEXICAN, PUERTO RICAN, etc.)  
Illinois 13f. 60201 14a. White 14b.  NO  YES SPECIFY:

**PARENTS**

15. FATHER-NAME FIRST MIDDLE LAST 16. MOTHER-NAME FIRST MIDDLE LAST (MAIDEN) LAST  
Daniel Opotowsky 16. Jenny Hartman

17. INFORMANT'S NAME (TYPE OR PRINT) RELATIONSHIP MAILING ADDRESS (STREET AND NO. OR R.F.D., CITY OR TOWN, STATE, ZIP) 60201  
Gloria Opotowsky 17b. Wife 17c. 1500 Oak Ave. # 5E Evanston, IL

**CAUSE**

18. PART I. Enter the diseases, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH

(a) Acute myocardial infarction 10 weeks  
 (b) coronary artery disease 10 years  
 (c) \_\_\_\_\_

19a. AUTOPSY (YES/NO) 19b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (YES/NO)  
 19a. no 19b. \_\_\_\_\_

20a. DATE OF OPERATION, IF ANY 20b. MAJOR FINDINGS OF OPERATION IF FEMALE, WAS THERE A PREGNANCY IN PAST THREE MONTHS?  
 20a. \_\_\_\_\_ 20b. \_\_\_\_\_ 20c.  YES  NO

21a. I (DID) (DID NOT) ATTEND THE DECEASED AND LAST SAW HIM/HER ALIVE ON (MONTH, DAY, YEAR) WAS CORONER OR MEDICAL EXAMINER NOTIFIED? (YES/NO) HOUR OF DEATH  
7/2/97 21b. yes 21c. 1:10 AM M.

22a. SIGNATURE TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSE(S) STATED. DATE SIGNED (MONTH, DAY, YEAR)  
[Signature] 22b. 7/29/97

22c. NAME AND ADDRESS OF CERTIFIER (TYPE OR PRINT) ILLINOIS LICENSE NUMBER  
Vadim Edelstein M.D. 2710 W. Devon, Chicago, Illinois 60660 22d. 036-08862

22c. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (TYPE OR PRINT) NOTE: IF AN INJURY WAS INVOLVED IN THIS DEATH THE CORONER OR MEDICAL EXAMINER MUST BE NOTIFIED.

**DISPOSITION**

23. BURIAL, CREMATION, REMOVAL (SPECIFY) CEMETERY OR CREMATORY-NAME LOCATION CITY OR TOWN STATE DATE (MONTH, DAY, YEAR)  
 24a. Burial 24b. Memorial Park 24c. Skokie Illinois 24d. July 31 1997

25a. FUNERAL HOME NAME STREET AND NUMBER OR R.F.D. CITY OR TOWN STATE ZIP  
Weinstein Family Service Wilmette Chapel 111 Skokie Blvd Wilmette, IL 60091

25b. FUNERAL DIRECTOR'S SIGNATURE 25c. FUNERAL DIRECTOR'S ILLINOIS LICENSE NUMBER  
[Signature] 25c. 034014715

26a. LOCAL REGISTRAR'S SIGNATURE 26b. DATE FILED BY LOCAL REGISTRAR (MONTH, DAY, YEAR)  
[Signature] 26b. July 30 1997

I HEREBY CERTIFY THAT the foregoing is a true and correct copy of the death record for the decedent named as item 1, and that this record was established and filed in my office in accordance with the provisions of the Illinois Vital Records Act.

DATE July 30, 1997 SIGNED [Signature]  
 AT EVANSTON, Illinois OFFICIAL TITLE LOCAL REGISTRAR

The original record of this death is permanently filed with the ILLINOIS DEPARTMENT OF PUBLIC HEALTH at Springfield. County clerks and local registrars are authorized to make certifications from copies of the original record. The Illinois statutes provide that this certification of a death record by the Department of Public Health, local registrar or county clerk shall be prima facie evidence in all courts and places of the facts therein stated.

OPOT3247-001  
FRC/ehg-#348  
D: 02

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## GLORIA A. OPOTOWSKY

### LIVING TRUST AGREEMENT

I, GLORIA A. OPOTOWSKY, of Evanston, Illinois, on this 7<sup>th</sup> day of October, 1993, hereby transfer to my husband, EMANUEL D. OPOTOWSKY, as Trustee (hereinafter called the Trustee and referred to in the neuter singular gender unless the context indicates otherwise) the property set forth on Exhibit "A" attached hereto, which property, together with any other property which may hereafter be transferred, devised or bequeathed to the Trustee shall be held by the Trustee and its successors in office as a Trust Estate, upon the terms and conditions hereinafter set forth. The Trust Estate created hereunder shall be known as the GLORIA A. OPOTOWSKY LIVING TRUST.

#### FIRST:

1.1 So long as I shall be living, and not incapacitated (as hereinafter defined), I shall have full power to terminate this Trust Agreement, in whole or in part, or to modify or amend it by written instrument delivered to the Trustee during my lifetime; provided, that in the case of modification or amendment, the duties, powers, liabilities and compensation of any then acting Trustee shall not be changed without its written consent.

#### SECOND:

2.1 During my lifetime, the Trustee shall distribute to me such portion of the income and/or principal of the Trust Estate as I from time to time request in writing. If no written request is made by myself, the Trustee shall distribute to me or for my benefit, such portion of the income and/or principal of the Trust Estate as the Trustee deems necessary or advisable for my health, maintenance, support and welfare or for any other purpose the Trustee considers to be for my best interests. The Trustee shall accumulate any balance of net income and add the same to principal annually.

2.2 Notwithstanding the foregoing, in the event that I am deemed to be "incapacitated" (as hereinafter defined) the Trustee may use such sums from the income and principal of the Trust Estate as the Trustee deems necessary or advisable for my health, maintenance, support and welfare or for any other purpose the Trustee considers to be for my best interests,

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adding to principal any income not so used. In addition, the Trustee may make such gifts to my spouse, my descendants, and spouses of my descendants as the Trustee considers advisable for tax planning purposes, but such gifts shall not exceed the largest amount which then qualifies for the annual per donee exclusion allowed for federal gift tax purposes under Section 2503 of the Internal Revenue Code, considering the split gift election.

2.3 For all purposes hereunder, I shall be deemed to be "Incapacitated" (1) if and so long as I am adjudicated an incompetent and have not been restored to competency, or (2) if my spouse, together with one licensed physician who is familiar with my physical and mental condition, shall certify in writing addressed to and lodged with the then acting Trustee of the Trust Estate that I am unable to properly manage my business affairs by virtue of my then existing physical or mental condition, and until there is delivered a similar certification that such inability has ended. Upon the death of my spouse, then the consent of my son, DOUGLAS A. OPOTOWSKY, together with one licensed physician who is familiar with my physical and mental condition shall be required to furnish such certification.

## THIRD:

3.1 Upon my death, to the extent that the cash and readily marketable assets in my probate estate are insufficient, the Trustee shall, to the extent requested by my Executor, pay from the principal of the Trust Estate, my funeral expenses, costs of administration of my estate, other proper charges against my estate and any estate and inheritance taxes assessed by reason of my death (including interest and penalties). The Trustee may make payment directly or to the legal representative of my estate as the Trustee deems advisable. Assets or funds not included in my estate for federal tax purposes shall not be used to make such payments and life insurance proceeds shall be used only to the extent that cash and readily marketable assets of the Trust Estate are insufficient.

## FOURTH:

4.1 Upon my death, the Trust created herein shall become and shall thereafter be irrevocable.

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E. In the event of the death, refusal, resignation, or inability of my husband, EMANUEL D. OPOTOWSKY, to act as Trustee, my son, DOUGLAS A. OPOTOWSKY, shall act as Trustee hereunder and in the event of his death, refusal, resignation or inability to so act, then THE NORTHERN TRUST COMPANY, of Chicago, Illinois, shall act as Trustee hereunder. Upon my death, if my husband is acting as Trustee hereunder, I nominate and appoint my son, DOUGLAS A. OPOTOWSKY, to act as Co-Trustee with my said husband and in the event of his death, refusal, resignation or inability to so act, then THE NORTHERN TRUST COMPANY, of Chicago, Illinois, shall act as Trustee hereunder. If at any time there is a vacancy in the office of the Trustee, of any Trust hereunder, the beneficiaries, as hereinafter defined, may appoint a successor by an instrument in writing, lodged with the resigning or prior named Trustee, having endorsed thereon the acceptance of such successor. However, such power to appoint a successor shall be subject to the following conditions:

(1) The beneficiaries shall not be permitted to appoint an individual as a successor trustee, unless all beneficiaries agree that such individual should act as Trustee.

(2) In the event all the beneficiaries do not agree upon an individual to act as successor Trustee, then a majority of the beneficiaries may appoint a bank or trust company to act as Trustee, provided that such bank or trust company shall be doing business in the United States and shall have a capital surplus of not less than TEN MILLION (\$10,000,000.00) DOLLARS.

For purposes of this subparagraph E, the term "beneficiaries" is defined as all persons who may be eligible to receive the income at the time a successor trustee is to be appointed and all persons then living who would succeed to the next successive interest in the trust if all of the persons who may then be eligible to receive the income had died at such time, whether such persons are adults or represented by a guardian or other legal representative. Every successor Trustee shall have the rights, powers, titles, discretions and immunities given to original Trustee. Any corporate successor to the trust



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business of the Trustee or any corporate trustee acting hereunder shall become Trustee in place of its predecessor without the necessity of any conveyance or transfer.

- F. Any Trustee at any time acting hereunder may resign and discharge itself by an instrument in writing specifying the effective date of the resignation, copies of which shall be mailed to the beneficiaries then having an interest in and entitled to receive the income or principal of the Trust Estate, at their last known address, by certified mail, postage prepaid. The Trustee resigning shall transfer, convey and deliver to the successor-trustee so appointed all of the trust property then held hereunder. No successor-trustee shall be personally liable for any act or failure to act of any predecessor trustee; and with the approval of the person or persons appointing it, a successor-trustee may accept the account rendered and the property delivered to it by a predecessor trustee as a full and complete discharge to the predecessor trustee without incurring any liability or responsibility for so doing.
- G. The Trustee who has custody of the Trustee's books and records shall submit written financial statements to all beneficiaries or their legal representatives not less frequently than annually, which may take the form of an annual federal income tax return and a supplement showing any other transactions not shown on said income tax return. Any income or principal beneficiary or his or her legal representative may inspect the books and records from which the same is prepared at any reasonable time and place.
- H. The Trustee may open bank checking accounts or savings accounts or money market type accounts at such banks and savings and loan associations or other institutions as it determines and it may give instructions as to the names of the proper signatories, which may be less than all of the Trustees acting hereunder, and the names of persons having authority to exercise other control over said accounts.
- I. No person dealing with the Trustee shall be obliged to inquire as to its powers, or to see to the application of any money or property paid or



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delivered to it. The Trustee shall not be required to obtain authority or approval of any court in the exercise of any powers conferred upon it hereunder, nor shall the Trustee be required to make any reports or accountings to any court. The Trustee shall not be required to furnish bond for the proper performance of its duties hereunder.

- J. If at any time any Trust Estate or any of the separate shares thereof created hereunder shall, in the sole judgment of the Trustee, be of the aggregate principal value of SEVENTY-FIVE THOUSAND (\$75,000.00) DOLLARS or less, the Trustee, in its sole discretion, may (1) pay over the then principal of such trust to the beneficiaries thereof, or (2) except with respect to the Marital Trust, to purchase and deliver to the beneficiaries thereof, a policy or policies containing life, annuity or endowment features, or a combination thereof, in such form, and upon such other terms and conditions as the Trustee shall deem proper and for the best interests of the beneficiaries.
- K. In determining in what manner and to what extent a power of appointment given to any person, hereunder has been exercised by Will, the Trustee shall be protected in relying upon an instrument admitted to probate in any jurisdiction as the Last Will of the donee of the power. If the Trustee has no actual notice or knowledge of the existence of a Will of such donee within three (3) months after such donee's death, it shall be fully protected in acting upon the assumption that the donee of the power failed to exercise the power to appoint and in making distribution of the trust estate accordingly, such distribution to be without prejudice to the right of any appointee or appointees of the donee of the power to recover the distributed property from any person or persons to whom the Trustee has made distribution should a Will be found after the distribution of the Trust Estate in which any power of appointment was exercised.
- L. In addition to, and not in limitation of the rights accorded by law to a donee of a power of appointment granted hereunder, in the exercise of any such power of appointment, the donee of such power may make appointments outright to an object

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of the power, or to a Trustee or Trustees to hold in trust in the following manner: (1) For the exclusive benefit of an object of the power; (2) For the exclusive benefit of the descendants of an object of the power in the event such object of power shall not be living at the time the interest is to pass to such object of the power; (3) By creating a life estate for an object of power with successive interests in trust to his or her children or descendants; (4) By creating a life estate for an object of the power and giving to such object of the power a general or special power of appointment. The donee of such power may impose lawful spendthrift restrictions and other lawful conditions upon any appointment, provided that except as above provided in this subparagraph, no one other than an object of the power is benefited thereby.

- M. In the administration of the Residuary Trust, my spouse shall not be deemed to have predeceased me by reason of having disclaimed any part or all of the marital bequest.
- N. Any individual Trustee shall not be liable for any act, omission or loss in connection with his or her administration of the Trust Estate except for his or her actual fraud.
- O. No Co-Trustee shall participate in the exercise of any discretion with respect to the distribution of the income or principal of the Trust Estate or the separate shares to or for the individual benefit of such Trustee or any person he or she is obligated to support, and such discretion shall be exercised by, and only by, the remaining Trustee or Trustees, but a Trustee shall not be precluded from receiving any income or principal from the Trust Estate irrespective of his office as Trustee.

## EIGHTH:

8.1 Upon my death, my husband, EMANUEL D. OPOTOWSKY, shall act as investment advisor with respect to all assets of each Trust Estate created hereunder, so long as such investment advisor is living, competent, and willing to so act. Irrespective of the general powers conferred upon the Trustee pursuant to Paragraph 8.2 of this Article, the following provisions shall be applicable to all assets of the Trust Estate:

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- A. The Trustee shall retain all assets of the Trust Estate until the investment advisor shall otherwise direct in writing and shall have no duty or responsibility to solicit such direction;
- B. The Trustee shall vote such shares or issue proxies to vote such shares from time to time as the investment advisor may direct in writing;
- C. The Trustee shall purchase, pledge, sell or otherwise deal with such assets as the investment advisor may direct in writing, and only for such price and other terms and conditions as the investment advisor may direct in writing;
- D. The Trustee shall have no duty or responsibility to make periodic reviews or recommendations with reference to the retention or sale of such assets; nor shall the Trustee be liable or responsible for the manner in which such assets may be voted, or liable for any loss occasioned by the retention, purchase, pledge, sale or other disposition of such assets pursuant to the provisions of this paragraph;
- E. The rights and powers herein granted to the investment advisor shall be exercisable only in a fiduciary capacity in the interests of the Trust Estate and of the beneficiaries thereof;
- F. The investment advisor may resign at any time by written notice to the Trustee but the Trustee shall have no liability or responsibility with regard to such assets, except as provided in this paragraph, until it shall have received such written notice or until it shall have actual knowledge that the investment advisor is unable or unwilling to act or to continue to act in such capacity.

8.2 Subject to the foregoing restrictions, the Trustee shall administer the Trust Estate and have the following powers, and any others that may be granted by law, with respect to the Trust Estate, to be exercised as the Trustee in its discretion determined to be in the best interest of the beneficiaries.

- A. To retain any property or undivided interests in property received from my estate or from any other source, including residential property, regardless of any lack of diversification, risk

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or non-productivity but non-productive property shall not be retained in any Marital Trust established hereunder without my spouse's written consent;

- B. To invest and reinvest in any property or undivided interests in property, wherever located, including bonds, notes, secured or unsecured, stock of corporations regardless of class, money market type funds (investing in long-term or short-term investments), real estate or any interest in real estate, and interests in trusts, including common trust funds, without being limited by any statute or rule of law concerning investments by Fiduciaries; to organize or join in the organization of one or more partnerships (general or limited) and to transfer to such partnership any part or all of the trust property in exchange for a partnership interest;
- C. To sell any trust property for cash or on credit at public or private sales; to exchange any trust property for other property; to grant options to purchase or acquire any trust property, and to determine the prices and terms of sales, exchanges and options;
- D. To operate, maintain, repair, rehabilitate, alter, improve, or remove any improvements on real estate, to make leases and subleases for terms of any length, even though the terms may extend beyond the termination of trust; to subdivide or partition real estate; to grant easements, give consents and make contracts relating to real estate or its use; to release or dedicate any interest in real estate,
- E. To borrow money with or without security for any purpose, either from itself or from others, and to mortgage or pledge any trust property;
- F. To employ attorneys, auditors, investment counsel, depositaries, proxies and agents, with or without discretionary powers, and to pay them reasonable compensation out of the Trust Estate; and to keep any property in the name of the Trustee or a nominee, with or without disclosure of any fiduciary relationship, or in bearer form;

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- G. To charge and be paid a reasonable compensation out of the Trust Estate for its services hereunder, and to be reimbursed from the Trust Estate for all reasonable expenses incurred in the management and protection thereof;
- H. Except as otherwise herein provided, to determine, in its sole discretion, what is principal and what is income and whether any or what part of any cost, charge, tax or expense should be charged against principal or income; and the Trustee may at any time or times charge all or any part of its regular annual compensation against the income or principal thereof, regardless of any rule of law or statute to the contrary;
- I. To vote any corporate stock either in person or by proxy for any purpose; to take any action with respect to conserving or realizing upon the value of any trust property, and with respect to foreclosures, reorganizations or other changes affecting the trust property; to exercise any conversion privilege or subscription right with respect to securities;
- J. To collect, pay, contest, compromise or abandon demands of, or against the Trust Estate, wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the Trust Estate and containing provisions excluding personal liability;
- K. To enter into any transaction authorized by this Article with Trustees, Executors or Administrators of other Trusts, or of any, or any other Estate, even though any beneficiary or the Trustee hereunder has any interest therein, and even though any such Trustee or representative is also Trustee hereunder; and in any such transaction to purchase property, or make loans on notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the Trust Estate;
- L. If at any time the Trustee is holding any trust under this instrument for the primary benefit of any person or persons for whose primary benefit the Trustee or any other Trustee is holding any

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other trust upon substantially the same terms, created by me or by any member of my family under another instrument, the Trustee may in its discretion consolidate and commingle them and hold them as a single Trust or transfer same to such other Trustee or receive the assets of such other Trust so that the several Trusts are held as a single Trust;

- M. To make any distribution or division of the Trust property in cash or in kind or both, at valuations determined by the Trustee, and to continue to exercise any powers and discretions hereunder for a reasonable period after the termination of the trust, but only for so long as no rule of law relating to perpetuities would be violated;
- N. To allocate different kind or disproportionate shares of property or undivided interests in property among the beneficiaries or trusts or shares in trust and to determine the value of any such property. In addition, it may combine, for investment purposes, all or any part of the funds held in any or all of the Trust Estates, or in other trusts in which it is Trustee for the same beneficiaries, or may hold the funds or any or all such Trust Estates in a common trust fund, dividing the net income therefrom among the beneficiaries proportionately;
- O. To establish out of income and credit to principal reasonable reserves for the depreciation of tangible property;
- P. To transfer the situs of any Trust Estate to such other place as the Trustee deems to be for the best interests of the Trust Estate. In so doing, the Trustee may resign and appoint a successor Trustee but may remove each successor Trustee so appointed and appoint another, including itself at will. Each successor Trustee so appointed may delegate any and all trustee powers, discretionary and ministerial, to the appointing Trustee as its agent;
- Q. In addition to the enumerated powers herein, to do all other acts in its judgment necessary or desirable for the proper administration of the Trust Estate.



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## NINTH:

9.1 As used in this instrument, the terms "child", "children", "descendant" or "descendants" shall include persons legally adopted by me or any of my descendants.

## TENTH:

10.1 In the event that my death and that of my husband shall occur as a result of a common disaster or there shall be insufficient evidence that my said husband and I died other than simultaneously, my said husband shall be considered to have survived me, for purposes of this Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to this Living Trust, as Grantor, and the Trustee has set his hand and seal as Trustee, on the day and year first above written.

*Gloria A. Opotowsky*  
 \_\_\_\_\_  
 GLORIA A. OPOTOWSKY, Grantor

*Emanuel D. Opotowsky*  
 \_\_\_\_\_  
 EMANUEL D. OPOTOWSKY, Trustee

STATE OF ILLINOIS    )  
                                   ) SS.  
 COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that GLORIA A. OPOTOWSKY and EMANUEL D. OPOTOWSKY personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they executed the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

*Ellen H. Greene*  
 \_\_\_\_\_  
 Notary Public

Dated: October 7, 1993

OFFICIAL SEAL ELLEN H GREENE NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JUNE 23, 1996
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