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The foregoing instrument was prepared by FROST BROWN TODD LLC 2200 PNC Center 201 East Fifth Street Cincinnati, Ohio 45202-4728 (513) 651-6800



1125022033 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 09/07/2011 10:06 AM Pg: 1 of 4

MEMORANDUM OF TRUST

[Cook County, Illinois property]

CLARE F. PRICHLER, as Grantor, and CLARE F. BRICHLER and RONALD J. BRICHLER, as Trustees, execute this Memor accum of Trust in accordance with the laws of the State of Illinois. The legal description of the real property is attached hereto as **EXHIBIT A.**

- The name of the trust is the Clare F. Brichler Revocable Trust 1. Name of Trust. Agreement.
- The audress of CLARE F. BRICHLER is 1374 Camberly Drive, 2. Address of Grantor. Cincinnati, OH 45215.
- Address of Trustees. The address of the Trustees is 1374 Camberly Drive, Cincinnati, 3. OH 45215.
- Date of Execution. The trust was executed on March 20, 1996, and amended on June 4. 13, 2011.
- Successor Trustees. During Grantor's lifetime, Grantor are y at any time, and from time 5. to time, remove any trustee and appoint a successor trustee. If either of Grantor or Grantor's spouse fails or ceases to act as trustee under this Trust Agreement at any time, because of his or her death, disability, resignation, or for any other reason, the remaining co-trustee may appoint a successor co-trustee, or may elect to serve as the sole trustee under this Trust Agreement. If both of Grantor and Grantor's spouse shall fail or cease to serve as trustees under this Trust Agreement at any time, because of his or her death, disability, resignation, or for any other reason, Grantor's daughters, LOREN BRICHLER SCHREINER and ELIZABETH L. BRICHLER, shall be the successor co-trustees. If either of LOREN BRICHLER SCHREINER or ELIZABETH L. BRICHLER fails or ceases to serve as a trustee under this Trust Agreement at any time, because of her death, disability, resignation, or for any other reason, the other of those persons shall be the sole trustee under this Trust Agreement. If both of LOREN BRICHLER SCHREINER and ELIZABETH L. BRICHLER fail or cease to serve as trustees under this Trust Agreement at any time, because of her death, disability, resignation, or for any other reason, JOHNSON TRUST COMPANY, or its successor, shall be the successor trustee under this Trust Agreement. During the period when Grantor is serving as a co-trustee under this Trust Agreement,

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either co-trustee may act alone and without the consent of the other trustee. Thereafter, any co-trustees shall act, or delegate the authority to act between themselves, by unanimous agreement.

- 6. <u>Trustees' Powers</u>. In administering the trust, the Trustees shall have all of the Trustee powers and discretions conferred upon such Trustees by the laws of the State of Ohio as well as any powers that are conferred upon the Trustees by the Trust Agreement. Without limiting the generality of this grant, the Trustees shall expressly have the following powers set forth in Paragraph 4.1 of the Trust Agreement:
 - (a) Fo sell, exchange, assign, transfer and convey, with or without warranty, any security or property, real or personal, held in any trust, at public or private sale, at such time and price and upon such terms and conditions (including credit) as the trustee may deem advisable.
 - (b) To invest and reinvest in such stocks, bonds and other securities and properties as the trustee may dee n advisable, including but not limited to real estate.
 - (c) To employ a licensed real estate broker or brokers in connection with the sale of real property held in any trust established hereunder, and to pay a real estate brokerage commission for services rendered by the broker or brokers effecting such sale.
 - (d) To make, execute and deliver all contracts, deeds, assignments, insurance contracts, powers and other instruments, and to perform, in general, any and all matters for the preservation and management of any trust assets which the trustee may deem advisable.
 - term or terms and upon such conditions and rentals and in such manner as the trustee may deem advisable, including any lease for the exploration or removal of minerals or other natural resources, and any lease so made shall be valid and binding for the full term thereof even though it shall extend beyond the duration of any trust; to make ordinary or extraordinary repairs, replacements and improvements, structural or otherwise, to any suclimate estate; to subdivide or develop real estate, to dedicate it to public use and to grant easements as the trustee may deem proper; and to set aside income for a depreciation or depletion reserve as the trustee may deem advisable.
 - (f) To borrow such amount or amounts of money (from the trustee individually or from any other person, firm or corporation) upon such terms and conditions as the trustee may deem advisable for the purpose of doing or carrying out any of the powers, authorities and purposes hereunder; to give secured or unsecured notes therefore with or without powers of attorney to confess judgment; and to secure the payment of such loan or loans by a pledge or mortgage of any or all of the

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trust assets.

To pledge or mortgage any or all of the trust assets to secure the payment of (g) any loan or obligation of Grantor.

Grantor and Trustees have executed this Memorandum of Trust this 13 day of June , 2011. Grantor and Trustee Trustee STATE OF HAWILTON COUNTY OF CLARE F. BRICHLER and Acknowledged, sub RONALD J. BRICHLER, this My Commission expire NOTALY PUBLIC SIT'S OFFICE

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EXHIBIT A

Property Address:

2025 S. Indiana Avenue, Unit 510-II and P-78, Chicago, IL

60616

Permanent Index No.:

17-22-314-024-0000

Legal Description:

Unit Numbers 510-II and P-78 in Lakeside Lofts Condominium, as delineated on a survey of the following described property:

That part of Let 10 (except the North 10 feet thereof) and Lots 11, 14, 15 and 18 in Block 4 in Ceo; ge Smith's addition to Chicago in the Southwest fractional ¼ of Section 22, Town hip 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Which Survey is attached to the Declaration of Condominium recorded as Document 0714215059, together with an undivided percentage interest in the common elements.

Grantor further grants to Grantee, their successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declarations for the benefit of the remaining property described therein.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declarations, the same as though the provisions of said Declarations were recited and stipulated at length herein.

Being the same property conveyed to Grantor by Warranty Deed dated April 28, 2008, and recorded on April 30, 2008, as Document Number 081214101/ in the official records of the Cook County Recorder of Deeds.

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