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TRUSTEE'S DEED IN TRUST

Doc#: 1220250023 Fee: \$74.00
Eugene "Gene" Mocre RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/20/2012 01:23 PM Pg: 1 of 19

THE GRANTOR, JOSEPH E. GEISEL as successor Trustee under the ANTHONY GEISEL Trust dated March 29, 1991, of 7 N. Donald, Arlington Heights, Cook County, Illinois 60004 for and in consideration of One Dollar, and other good and valuable consideration paid in hand, CONVEY AND WARRANT TO: JOSEPH E. GEISEL,

Trustee of the ANTHONY GEISEL Trust for the benefit of JOSEPH E. GEISEL established under the ANTHONY GEISEL Trust dated March 29, 1991 as restated November 9, 2009, and unto all and every successor or successors in trust under the trust agreement, the following described real estate in Cook County, Illinois:

Parcel 1: Unit 304 in the Benchmark of Palatine Condominiums as delineated on a survey attached as Exhibit "C" to the Declaration of Condominium recorded June 15, 2005, as Document Number 0516619000, and as amended from time to time with its undivided percentage interest in the common elements.

Parcel 2: The exclusive right of use of limited common elements known as Garage Space G-46 and Storage Space S-46.

PIN # 02-22-202-014-1020

Address of Real Estate: 132 W. Johnson Street, Unit 304, Palatine, Illinois 60067

TO HAVE AND TO HOLD said real estate and appurtenances thereto upon the trusts set forth in said Trust Agreement and for the following uses:

1. The Trustee (or Trustees, as the case may be), is invested with the following powers: (a) to manage, improve, divide or subdivide the trust property, or any part thereof. (b) To sell on any terms, grant options to purchase, contract to sell, to convey with or without consideration, to convey to a successor or successors in trust, any or all of the title and estate of the trust, and to grant to such successor or successors in trust all the powers vested in the Trustee. (c) To mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans. (d) To dedicate parks, street, highways or alleys, and to vacate any portion of the premises. (e) To lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.

2. Any party dealing with the Trustee with regard to the trust property, whether by contract, sale, mortgage, lease or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration given, nor shall be required to see that the terms of the trust have been complied with, or to enquire into the powers and authority of the Trustee, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument; that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that said instrument so executed was pursuant to and in accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said instrument is executed by a successor or successors in trust, that he or they were duly appointed and are fully invested with the title, estate, rights, powers and duties of the preceding Trustee.

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3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all persons claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property, and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.

4. In the event of the inability, refusal of the Trustee herein named, to act, or upon his removal from the County, such Successor Trustee as designated in the Living Trust Agreement is then appointed as Successor Trustee herein with like powers and authority as is vested in the Trustee named herein.

All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

If the title to any of the above real estate now is or hereafter shall be registered, the Registrar of Titles is directed not to register or note in the Certificate of Title, duplicate thereof, or memorial, the words "in trust" or "upon condition", or "with limitation", or words of similar import, in compliance with the statute of the State of Illinois in such case made and provided.

The Grantor hereby waives and releases any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for exemption of homestead from sale or execution or otherwise.

The grantor has signed this deed on 6/4/12

Joseph E. Geisel
JOSEPH E. GEISEL, Trustee

EXEMPTION STATEMENT:

Exempt under the provisions of Paragraph (e), Section 4, Real Estate Transfer Act and Cook County Ordinance 95104, Par. 4.

Signed: Mary Ann Shenk

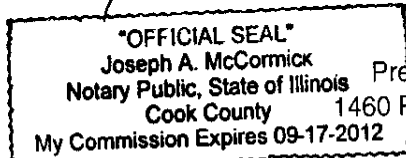
Dated: 6-7-12

State of Illinois)
County of Cook) ss

I am a notary public for the County and State above. I certify JOSEPH E. GEISEL personally known to me or presented identification as such, to be the same person whose name is subscribed to the foregoing instrument, appeared before me on the date below and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal JUNE 4 2012

Joseph A. McCormick
NOTARY PUBLIC



Prepared by: TERESA NUCCIO
1460 Renaissance Drive, Suite 105
Park Ridge, Illinois 60068

This instrument was prepared by Teresa Nuccio, Esq., TERESA NUCCIO, P.C., 1460 Renaissance Drive, Suite 105, Park Ridge, Illinois 60068, without the benefit of a title examination. The property description was furnished by the parties herein, and the attorney preparing this deed does not certify the accuracy of it.

MAIL DEED TO: Teresa Nuccio, P.C., 1460 Renaissance Drive, Suite 105, Park Ridge, IL 60068
MAIL TAX BILLS TO: JOSEPH E. GEISEL, 7 N. Donald, Arlington Heights, IL 60004

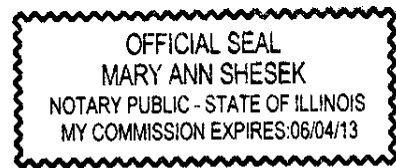
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STATEMENT BY GRANTOR AND GRANTEE

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 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 June 7, 2012 Signature Maura Hutchen
Grantor or Agent

Subscribed and sworn to before me
by the said agent this 7th day
of June, 2012.

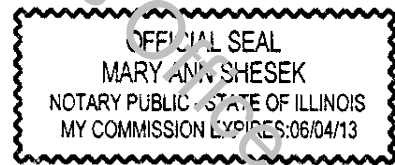


Notary Public Mary Ann Shesek

The Grantee 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 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 Illinois.

Dated June 7, 2012 Signature Maura Hutchen
Grantee or Agent

Subscribed and sworn to before me
by the said agent this 7th day
of June, 2012.



Notary Public Mary Ann Shesek

Note: Any person who knowingly submits a false statement concerning the identity 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 ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.) -

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Trustee's Affidavit

JOSEPH E. GEISEL being first duly sworn upon oath, deposes and says:

1. Affiant is the successor trustee of the hereinafter-named revocable living trust and as such has the authority to execute this Affidavit.
2. This Successor Trustee's Affidavit relates to the ANTHONY GEISEL TRUST dated March 29, 1991.
3. The name of the currently serving trustee of the above-described trust is:
JOSEPH E. GEISEL
4. The initial Trustee, ANTHONY GEISEL died on April 13, 2012 and a copy of the death certificate is attached to this Affidavit.
5. Pursuant to Section 2.03(a) of the trust, upon the death of the Trustmaker, JOSEPH E. GEISEL is named successor Trustee.
6. Section 11.02 of the trust provides as follows: My Trustee may execute and deliver any and all instruments in writing, that my Trustee considers necessary to carry out any of the powers granted herein.
7. Pursuant to Section 11.17 the Trustee is granted the following real estate powers: My Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve and in general deal in and with real property in such manner and on such terms and conditions as my Trustee deems appropriate.

My Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements, and abandon any real property.

My Trustee may manage real estate in any manner that my Trustee deems best and may exercise all other real estate powers necessary to effectuate this purpose.

My Trustee may enter into contracts to sell real estate. My Trustee may enter into leases and grant options to lease trust property even though the term of the agreement extends beyond the termination of any trusts established under this agreement and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities. My Trustee may enter into any contracts, covenants, and warranty agreements that my Trustee deems appropriate.

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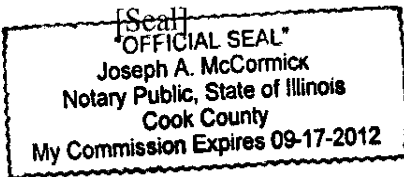
- 8. The other provisions of the trust are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the trustee.
- 9. The trust agreement has not been revoked.

Joseph E. Geisel

 JOSEPH E. GEISEL, Trustee

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

This instrument was acknowledged before me on JUNE 4, 2012, by JOSEPH E. GEISEL, as Trustee.



Joseph A. McCormick

 Notary Public

My commission expires: 09-17-12

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The ANTHONY GEISEL Trust

Article One Establishing My Trust

On March 29, 1991, I established the ANTHONY GEISEL Trust, and reserved the right to amend the trust agreement, in whole or in part. On this day, November 9, 2009, I now exercise my power to amend that agreement, in its entirety, so that after amendment, the ANTHONY GEISEL Trust states as follows:

The parties to this restated agreement are ANTHONY GEISEL (the "Trustmaker") and ANTHONY GEISEL and JOSEPH E. GEISEL (collectively, my "Trustee").

I intend that this agreement create a valid trust under the laws of Illinois and under the laws of any state in which any trust created under this agreement is administered. The terms of this trust agreement prevail over any provision of Illinois law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying My Trust

For convenience, my trust may be referred to as:

"The ANTHONY GEISEL Trust dated March 29, 1991."

To the extent practicable, for the purpose of transferring property to my trust or identifying my trust in any beneficiary or pay-on-death designation, my trust should be identified as:

"ANTHONY GEISEL and JOSEPH E. GEISEL, Trustees of the ANTHONY GEISEL Trust dated March 29, 1991, and any amendments thereto."

For all purposes concerning the identity of my trust or any property titled in or payable to my trust, any description referring to my trust will be effective if it reasonably identifies my trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

From time to time, third parties may require documentation to verify the existence of this agreement, or particular provisions of it, such as the name or names of my Trustee or the powers held by my Trustee. To protect the confidentiality of this agreement, my Trustee may use an affidavit or a certification of trust that identifies my Trustee and sets forth the authority of my Trustee to transact business on behalf of my trust in lieu of providing a

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Article Two Trustee Succession Provisions

Section 2.01 Resignation of a Trustee

A Trustee may resign by giving notice to me. If I am deceased, a resigning Trustee shall give notice to the income beneficiaries of the trust and to any other Trustee then serving.

Section 2.02 Trustee Succession During My Lifetime

During my lifetime, this Section governs the removal and replacement of my Trustees.

(a) Removal and Replacement by Me

I may remove any Trustee with or without cause at any time. If a Trustee is removed, resigns or cannot continue to serve for any reason, I may serve as sole Trustee, appoint a Trustee to serve with me or appoint a successor Trustee.

(b) During My Incapacity

During any time that I am incapacitated, the following, in the order named, will replace any then serving Trustee:

JOSEPH E. GEISEL; and then

JOSEPH M. GEISEL

If I am incapacitated, a Trustee may be removed only for cause, which removal must be approved by a court of competent jurisdiction upon the petition of an interested party.

If I am incapacitated and there is no named successor Trustee, each acting individual Trustee named above may designate an individual or a corporate fiduciary to serve as successor Trustee. The appointment of a successor Trustee under this subsection shall take effect only if and when all Trustees that I have named fail to qualify or cease to act.

All appointments, removals and revocations must be by signed written instrument.

Notice of removal must be delivered to the Trustee being removed and will be effective in accordance with the provisions of the notice.

Notice of appointment must be delivered to and accepted by the successor Trustee and shall become effective at that time. A copy of the notice may be attached to this agreement.

ANTHONY GEISEL Trust

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Section 2.03 Trustee Succession After My Death

After my death, this Section will govern the removal and replacement of my Trustees.

(a) Successor Trustee

I name the following, in the order named, to serve as my successor Trustee after my death, replacing any then serving Trustee:

JOSEPH E. GEISEL; and then

JOSEPH M. GEISEL

Each individual successor Trustee named above may designate an individual or a corporate fiduciary to succeed him or her as successor Trustee. The appointment of a successor Trustee under this subsection shall take effect only if and when all individual successor Trustees that I have named fail to qualify or cease to act.

(b) Trustees of the Separate Trusts

The primary beneficiary of a separate trust created under this agreement may, upon attaining the age of 21, appoint himself or herself as a Cotrustee of his or her separate trust and may serve as the sole Trustee of the trust.

(c) Removal of a Trustee

A Trustee may be removed only for cause, which removal must be approved by a court of competent jurisdiction upon the petition of any beneficiary. The petition may only subject the trust to the jurisdiction of the court to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

(d) Default of Designation

If the office of Trustee of a trust created under this agreement is vacant and no designated successor Trustee is able and willing to act as Trustee, the primary beneficiary of the trust may appoint an individual or corporate fiduciary as successor Trustee.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy remaining unfilled after a period of 30 days. The petition may only subject the trust to the jurisdiction of the

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court to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

Section 2.04 Notice of Removal and Appointment

Notice of removal must be in writing and delivered to the Trustee being removed, along with any other Trustees then serving. The notice of removal will become effective in accordance with its provisions.

Notice of appointment must be in writing and delivered to the successor Trustee and any other Trustees then serving. The appointment becomes effective at the time of acceptance by the successor Trustee. A copy of the notice may be attached to this agreement.

Section 2.05 Appointment of a Cotrustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Cotrustee. A Cotrustee so named serves only as long as the Trustee who appointed such Cotrustee serves (or, if such Cotrustee was named by more than one Trustee acting together, by the last to serve of such Trustees), and such Cotrustee will not become a successor Trustee upon the death, resignation, or incapacity of the Trustee who appointed such Cotrustee, unless so appointed under the terms of this agreement. Although such Cotrustee may exercise all the powers of the appointing Trustee, the combined powers of such Cotrustee and the appointing Trustee may not exceed the powers of the appointing Trustee alone. The Trustee appointing a Cotrustee may revoke the appointment at any time with or without cause.

Section 2.06 Corporate Fiduciaries

Any corporate fiduciary serving under this agreement as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

Such corporate fiduciary must:

Have a combined capital and surplus of at least Fifteen Million Dollars; or

Maintain in force a policy of insurance with policy limits of not less than Fifteen Million Dollars covering the errors and omissions of my Trustee with a solvent insurance carrier licensed to do business in the state in which my Trustee has its corporate headquarters.

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Section 2.07 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, it is not necessary for the incapacitated Trustee to resign as Trustee. For Trustees other than me, a written declaration of incapacity by the Cotrustee, if any, or, if none, by the party designated to succeed the incapacitated Trustee, if made in good faith, will terminate the trusteeship. If the Trustee designated in the written declaration objects, in writing, to termination of the trusteeship within 10 days of receiving the declaration of incapacity, a written opinion of incapacity signed by a physician who has examined the incapacitated Trustee must be obtained before the trusteeship will be terminated. The Trustee objecting to termination of trusteeship must sign the necessary medical releases needed to obtain the physician's written opinion of incapacity or the trusteeship will be terminated without the physician's written opinion.

Section 2.08 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under this agreement is unwilling or unable to act with respect to any trust property or any provision of this agreement, the Trustee shall appoint, in writing a corporate fiduciary or an individual to serve as an Independent Special Trustee as to such property or with respect to such provision. The Independent Special Trustee appointed shall not be related or subordinate to any beneficiary of the trust within the meaning of Section 672(c) of the Internal Revenue Code.

An Independent Special Trustee shall exercise all fiduciary powers granted by this agreement unless expressly limited elsewhere in this agreement or by the Trustee in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to the Trustee. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 2.09 Rights and Obligations of Successor Trustees

Each successor Trustee serving under this agreement, whether corporate or individual, will have all of the title, rights, powers and privileges granted to the initial Trustees named under this agreement. In addition, each successor Trustee will be subject to all of the restrictions imposed upon, as well as all obligations and duties, both discretionary and ministerial, given to the initial Trustees named under this agreement.

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Article Nine Retirement Plans and Life Insurance Policies

The provisions of this Article apply to qualified retirement plans and insurance policies owned by or made payable to my trust.

Section 9.01 Retirement Plans

Notwithstanding any other provision of this agreement to the contrary, the provisions of this Section apply to qualified retirement plans.

(a) Rights of My Trustee

Subject to the provisions below pertaining to distributions from qualified retirement plans, my Trustee may exercise the right to determine the manner and timing of payments (by lump sum or otherwise) of qualified retirement plan benefits that are permitted under qualified retirement plans and are consistent with the federal income tax rules regarding required minimum distributions under Section 401(a)(9) of the Internal Revenue Code.

My Trustee may make a qualified disclaimer of any qualified retirement benefits or non-qualified annuity benefits payable to my trust.

My Trustee may not be held liable to any beneficiary for the death benefit election selected or for any decision regarding the disclaimer of any qualified retirement benefits payable to my trust.

My Trustee may not change or designate beneficiaries under any retirement plan. Any power extended to my Trustee under the terms of a retirement plan that gives or appears to give my Trustee the power to change the identity or rights of any beneficiaries under the plan is void *ab initio*.

(b) Distributions from Qualified Retirement Plans to Trusts

Unless specifically stated otherwise, each year, beginning with the year of my death, if any trust created under this agreement becomes the beneficiary of death benefits under any qualified retirement plan, my Trustee shall withdraw from the trust's share of the plan, in each year, the required minimum distribution required under Section 401(a)(9) of the Internal Revenue Code. My Trustee may withdraw such additional amounts from the trust's share of the plan as my Trustee deems advisable; but, only if the dispositive terms of the trust authorize my Trustee to immediately distribute the withdrawn amount as provided below. My Trustee shall immediately distribute all amounts withdrawn to:

ANTHONY GEISEL Trust

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My descendants, *per stirpes*, who are beneficiaries of such trust; and

If no descendant of mine is a beneficiary of the trust, then to the income beneficiaries of such trust in equal shares.

Amounts required to be withdrawn and distributed under this Section will, to the extent they are withdrawn and distributed, reduce mandatory distribution amounts under other provisions of this agreement that otherwise require distribution of all of the income of the trust.

The purpose of this Section is to insure that the life expectancy of the beneficiaries of the trust may be used to calculate the minimum distributions required by the Internal Revenue Code. This Section is to be interpreted consistent with my intent despite any direction to the contrary in this agreement.

(c) Minimum Required Distribution

In administering my trust, the minimum required distribution for each qualified retirement plan for any year is the greater of (1) the value of the qualified retirement plan determined as of the preceding year-end, divided by the applicable distribution period; and (2) the amount that my Trustee is required to withdraw under the laws then applicable to the trust to avoid penalty.

If I die before my required beginning date with respect to a qualified retirement plan, the applicable distribution period means the life expectancy of the beneficiary. If I die on or after my required beginning date with respect to a qualified retirement plan, the applicable distribution period means the life expectancy of the beneficiary, or (if longer) my remaining life expectancy.

Notwithstanding the foregoing, if I die on or after my required beginning date with respect to a qualified retirement plan, the minimum required distribution for the year of my death means (a) the amount that was required to be distributed to me with respect to the qualified retirement plan during the year, minus (b) amounts actually distributed to me with respect to the qualified retirement plan during the year.

“Life expectancy,” “required beginning date” and other similar terms used in this subsection, is to be determined in accordance with Section 401(a)(9) of the Internal Revenue Code.

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Section 9.02 Life Insurance Policies

The following provisions apply to life insurance policies owned by or made payable to my trust.

(a) Provisions During My Life

During my life, I reserve all of the rights, powers, privileges, and options, with respect to any insurance policy, annuity or any other third-party beneficiary contract owned by or made payable to my trust, including, but not limited to, the right to designate and change beneficiaries, the right to borrow money, the right to surrender the policy, the right to receive any payments as owner, and the right to make any available elections.

My Trustee shall have no duty to exercise, or refrain from exercising, any rights, powers, privileges or options with respect to any insurance policy, annuity contract or other third-party beneficiary contract. My Trustee shall have no obligation to pay premiums or other contractual amounts that may be payable under any such policy.

(b) Provisions After My Death

After my death, my Trustee may make all appropriate elections with respect to such policies and may collect all sums made payable to my trust or my Trustee under all such policies or contracts.

My Trustee may exercise any settlement options or other options or rights that may be available under the terms of any policy or contract. My Trustee may not be held liable to any beneficiary on account of any election made by my Trustee with respect to any policy or contract.

Section 9.03 Limitation on Liability of Payor

Persons or entities dealing in good faith with my Trustee are not required to see to the proper application of proceeds delivered to my Trustee, or to inquire into any provision of this agreement.

A receipt signed by my Trustee for any proceeds or benefits paid will be a sufficient discharge to the person or entity making the payment.

Section 9.04 Collection Efforts

My Trustee shall make reasonable efforts to collect the proceeds of all life insurance policies and qualified retirement benefits payable to my trust.

My Trustee may commence legal or administrative proceedings to collect the proceeds of any life insurance policy or qualified retirement benefits to which the trust is entitled;

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provided, however, that my Trustee need not commence any such proceedings until my Trustee is indemnified to its satisfaction for any expenses and liabilities it may incur in connection with the proceeding.

My Trustee may settle or compromise any and all claims with respect to the collection of any life insurance proceeds or qualified retirement benefits to which my trust may be entitled. A settlement made by my Trustee will be binding on all beneficiaries.

Section 9.05 No Obligation to Purchase or Maintain Benefits

Nothing in this agreement is to be interpreted as imposing any obligation, legal or otherwise, on me or on my Trustee to purchase, invest, or maintain any qualified retirement plan or life insurance policy.

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My Trustee may release, relinquish or disclaim any power held by my Trustee that my Trustee determines may cause my Trustee to incur individual liability under any environmental law.

Section 11.09 Farm, Ranch and Other Agricultural Powers

My Trustee may retain, acquire, and sell any farm or ranching operation, whether as a sole proprietorship, partnership, or corporation.

My Trustee may engage in the production, harvesting, and marketing of farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

My Trustee may engage and participate in any government farm program, whether state or federally sponsored.

My Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

My Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities, and acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

My Trustee may do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries.

Section 11.10 Insurance Powers

My Trustee may purchase, accept, hold, and deal with as owner policies of insurance on my life, the life of any beneficiary, or on the life of any person in whom any beneficiary has an insurable interest.

My Trustee may purchase disability, medical, liability, long-term health care and other insurance on behalf of and for the benefit of any beneficiary. My Trustee may purchase annuities and similar investments for any beneficiary.

My Trustee may execute or cancel any automatic premium loan agreement with respect to any policy, and may elect or cancel any automatic premium loan provision in a life insurance policy. My Trustee may borrow money to pay premiums due on any policy, either by borrowing from the company issuing the policy or from another source. My Trustee may assign the policy as security for the loan.

My Trustee may exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

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My Trustee may elect any paid-up insurance or extended term insurance nonforfeiture option contained in a policy.

My Trustee may sell any policy at its fair market value to anyone having an insurable interest in the policies including the insured.

My Trustee may exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing the policy.

Upon termination of the trust, my Trustee may transfer and assign the policies held by the trust as a distribution of trust property.

Section 11.11 Loans and Borrowing Powers

My Trustee may make loans to any person including a beneficiary, entity, trust or estate for any term or payable on demand, with or without interest and secured or unsecured.

My Trustee may encumber any trust property by mortgages, pledges, or otherwise, and may negotiate, refinance, or enter into any mortgage or other secured or unsecured financial arrangement, whether as a mortgagee or mortgagor even though the term may extend beyond the termination of the trust and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities.

My Trustee may enter into, negotiate, or modify the terms of any mortgage or any other secured or unsecured agreement granted in connection with any loan entered into by me individually or by any trustee and may release or foreclose on any mortgage or security interest payable to me or to the trust.

My Trustee may borrow money at interest rates and on other terms that it deems advisable from any person, institution or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

My Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. My Trustee may accept deeds in lieu of foreclosure.

Section 11.12 Nominee Powers

My Trustee may hold real estate, securities and any other property in the name of a nominee or in any other form without disclosing the existence of any trust or fiduciary capacity.

Section 11.13 Oil, Gas and Mineral Interests

My Trustee may acquire, maintain, develop, and exploit, either alone or jointly with others, any oil, gas, coal, minerals or other natural resource rights or interests.

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(e) Notices

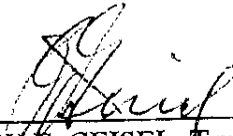
Unless otherwise stated, whenever this agreement calls for notice, the notice will be in writing and will be personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice. Notice will be effective on the date personally delivered or on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If notice is required to be given to a minor or incapacitated individual, notice will be given to the parent or legal representative of the minor or incapacitated individual.

(f) Severability

The invalidity or unenforceability of any provision of this agreement does not affect the validity or enforceability of any other provision of this agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this agreement are to be interpreted and construed as if the invalid provision had never been included in this agreement.

I have executed this agreement on the day and year first above written. This restated trust instrument is effective when signed by me, whether or not now signed by a Trustee.


 ANTHONY GEISEL, Trustmaker and Trustee


 JOSEPH E. GEISEL, Trustee

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STATE OF ILLINOIS

)

) ss.

COUNTY OF COOK

)

This instrument was acknowledged before me on November 9, 2009, by ANTHONY GEISEL, as Trustmaker and as Trustee, and JOSEPH E. GEISEL, as Trustee.

[Seal]



Lenore D. Franckowiak

Lenore D. Franckowiak, Notary Public

My commission expires: 03-03-2013

Property of Cook County Clerk's Office

ANTHONY GEISEL Trust

12-10

CERTIFICATION OF DEATH RECORD

UNOFFICIAL COPY

COOK COUNTY CLERK VITAL RECORDS CHICAGO, ILLINOIS MEDICAL CERTIFICATE OF DEATH

DATE ISSUED 04/16/2012

STATE FILE NUMBER 2012 0028284

DECEDENT'S LEGAL NAME ANTHONY GEISEL		SEX MALE	DATE OF DEATH APRIL 13, 2012	
COUNTY OF DEATH COOK	AGE AT LAST BIRTHDAY 86 YEARS	DATE OF BIRTH JUNE 17, 1925		
CITY OR TOWN ARLINGTON HEIGHTS		HOSPITAL OR OTHER INSTITUTION NAME LUTHERAN HOME FOR THE AGED		
PLACE OF DEATH NURSING HOME / LONG TERM CARE FACILITY				
BIRTHPLACE HUNGARY	SOCIAL SECURITY NUMBER [REDACTED]	STATUS AT TIME OF DEATH NEVER MARRIED/NEVER IN CIVIL UNION	SURVIVING SPOUSE/CIVIL UNION PARTNER'S MAIDEN NAME	EVER IN U.S. ARMED FORCES? NO
RESIDENCE 800 WEST OAKTON	APT. NO.	CITY OR TOWN ARLINGTON HEIGHTS		INSIDE CITY LIMITS? YES
COUNTY COOK	STATE IL	ZIP CODE 60004	FATHER/CO-PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION MICHAEL GEISEL	MOTHER/CO-PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION ANNA SCHNEIDER
INFORMANT'S NAME JOSEPH GEISEL		RELATIONSHIP BROTHER	MAILING ADDRESS 7 NORTH DONALD AVENUE, ARLINGTON HEIGHTS, IL, 60004	
METHOD OF DISPOSITION ENTOMBMENT	PLACE OF DISPOSITION ALL SAINTS CATHOLIC CEMETERY	LOCATION - CITY OR TOWN AND STATE DES PLAINES, IL	DATE OF DISPOSITION APRIL 17, 2012	
FUNERAL HOME GLUECKERT FUNERAL HOME LTD, 1520 N. ARLINGTON HEIGHTS ROAD, ARLINGTON HEIGHTS, IL, 60004				
FUNERAL DIRECTOR'S NAME KRISTEN MAUREEN GARRETT			FUNERAL DIRECTOR'S ILLINOIS LICENSE NUMBER 034016424	
LOCAL REGISTRAR'S NAME DAVID ORR			DATE FILED WITH LOCAL REGISTRAR APRIL 16, 2012	
CAUSE OF DEATH PART I				
IMMEDIATE CAUSE (Final disease or condition resulting in death)		a. DEMENTIA	APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH	YEARS
		b. ASPIRATION		DAYS
		c.		
PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I				
FEMALE PREGNANCY STATUS NOT APPLICABLE			WAS AN AUTOPSY PERFORMED? NO	
			WERE AUTOPSY FINDINGS USED TO COMPLETE CAUSE OF DEATH? N/A	
			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 APRIL 13, 2012	WAS MEDICAL EXAMINER OR CORONER CONTACTED? NO	DATE PRONOUNCED	TIME OF DEATH 06:35 PM
CERTIFIER PHYSICIAN			DATE CERTIFIED APRIL 16, 2012	
NAME, ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH SANDRA GARRETSON, 800 WEST OAKTON, ARLINGTON HEIGHTS, ILLINOIS, 60004				PHYSICIAN'S LICENSE NUMBER 036073462

THE WORD VOID APPEARS WHEN PHOTOCOPIED

NOT FACILE SECURITY HOLOGRAPHIC FOLDS AT BOTTOM

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

David Orr
David Orr
Cook County Clerk



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE