

Transfer on Death  
Instrument

(BENEFICIARY DEED)

pursuant to the

Illinois Residential Real Property

Transfer on Death Instrument

Act

(755 ILCS 27)

WHEN RECORDED RETURN TO:



Doc# 1714346009 Fee \$56.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/23/2017 10:14 AM PG: 1 OF 10

MINNIE R. WELCH  
9123 S. SAGINAW ST.  
CHICAGO, IL 60617

(Above Space for Recorder's Use Only)

I, MINNIE R. WELCH, a WIDOWED, FEMALE, RESIDENT OF CHICAGO, DOMICILED IN COOK COUNTY, IL, AND BORN December 7, 1932, declare this document to be my Transfer on Death Instrument, hereinafter referred to as a Beneficiary Deed, revoking all Beneficiary Deeds prepared, executed and recorded regarding the Subject Property described below. This document is to be interpreted, governed and construed under the laws of the State of Illinois.:

- 1) I am the OWNER of the Subject Property
  - a) located at and commonly known as: 9123 S. SAGINAW ST., CHICAGO, COOK COUNTY, IL 60617.
  - b) PIN: 26-06-305-027-0000
  - c) legally described as: ALL OF LOT SIXTY TWO (62), THE SOUTH SIX (6) FEET OF LOT SIXTY ONE (61) IN THE RESUBDIVISION OF THAT PORTION OF FRACTIONAL SECTION 6, TOWN 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, COMMENCING AT A POINT ON THE WEST LINE OF MARQUETTE AVENUE 155 FEET NORTH OF THE NORTH LINE OF EAST 92ND STREET, THENCE WEST TO THE EAST LINE OF SAGINAW AVENUE, THENCE NORTH ALONG THE EAST LINE OF SAGINAW AVENUE TO THE SOUTH LINE OF EAST 91ST STREET THENCE EAST ALONG THE SOUTH LINE OF EAST 91ST STREET TO THE SOUTH WESTERLY LINE OF ANTHONY AVENUE, THENCE SOUTH EASTERLY ALONG THE SOUTH WESTERLY LINE OF ANTHONY AVENUE TO THE WEST LINE OF MARQUETTE AVENUE, THENCE SOUTH ALONG THE WEST LINE OF MARQUETTE AVENUE TO THE PLACE OF THE BEGINNING; ALSO COMMENCING AT A POINT OF THE WEST LINE OF SAGINAW AVENUE 155 FEET NORTH OF THE NORTH LINE OF EAST 92ND STREET, THENCE WEST TO THE EAST LINE OF COLFAX AVENUE, THENCE NORTH ALONG THE EAST LINE OF COLFAX AVENUE TO THE SOUTH LINE OF EAST 91ST STREET, THENCE EAST ALONG THE SOUTH LINE OF EAST 91ST STREET TO THE WEST LINE OF SAGINAW AVENUE, THENCE SOUTH ALONG THE WEST LINE OF SAGINAW AVENUE TO THE PLACE OF THE BEGINNING.
- 2) The Subject Property is Residential Real Estate as defined under the Illinois Residential Real Property Transfer on Death Instrument Act, in that it is:
  - a)  Real property improved with not less than one nor more than 4 residential dwelling units;
  - b)  A unit in a residential cooperative;
  - c)  A unit in a residential condominium development, including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit; or
  - d)  A single tract of agriculture real estate consisting of 40 acres or less which is improved with a single family residence.

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- 3) Under this Beneficiary Deed, I am naming a Trustee and the person or persons to be my designated beneficiary. Furthermore, upon my death, I am transferring the Subject Property with all rights, title and interest to an appropriate beneficiary in accordance with the Illinois Residential Real Property Transfer on Death Instrument Act and the following provisions:
- a) References to a person in this Beneficiary Deed have the same meaning as a person as defined under the Illinois Residential Real Property Transfer on Death Instrument Act (755 ILCS 27/5).
  - b) I may name one designated beneficiary to receive the Subject Property or I may name multiple beneficiaries to receive the property.
  - c) I may designate beneficiaries who are members of a class (e.g., my siblings, my children, my parents, etc.) or I may specifically name multiple beneficiaries that form a related or an unrelated group.
  - d) Unless indicated otherwise, when, in a single devise, I name multiple beneficiaries to receive the Subject Property, the beneficiaries who are entitled to take, must do so in equal shares, as JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP and not as TENANTS IN COMMON.
  - e) Priority and division of Designated Beneficiaries:
    - i) Level 1: My "FIRST" DESIGNATED BENEFICIARY is the person or persons who would have priority of entitlement to receive the Subject Property, in the event of my death.
    - ii) Level 2: My "SECOND" DESIGNATED BENEFICIARY is the person or persons who would have priority of entitlement to receive the Subject Property, in the event of a lapse of the devise to all First Designated Beneficiaries.
    - iii) Level 3: My "THIRD" DESIGNATED BENEFICIARY is the person or persons who would have priority of entitlement to receive the Subject Property, in the event of a lapse of the devise to all First Designated Beneficiaries and all Second Designated Beneficiaries.
  - f) References to a beneficiary living or surviving me means the beneficiary is then living or in existence on the 8<sup>th</sup> day after the date of my death.
  - g) Wherever used in this Beneficiary Deed and the context so requires, the masculine includes the feminine and the singular includes the plural, and vice versa.
  - h) Unless otherwise indicated, if a particular designated beneficiary from one of the respective beneficiary levels fails to survive me, the surviving members of that level, who are then living at the time of my death, shall take the share or shares which the deceased member(s) would have taken if the deceased member(s) survived me. In the case where a designated beneficiary fails to survive me, unless I specify that a designated beneficiary shall take the Subject Property, per stirpes, even when a deceased member of the group is a descendant of mine, the transfer to the deceased designated beneficiary shall lapse.
  - i) Trust reference
    - i) Whereas Illinois permits an individual to establish a trust by will, deed, agreement, declaration or other written instrument, upon the signing of this instrument, the **9123 S. SAGINAW ST. TRUST** below has been funded with \$10.00 and other good consideration and is established immediately by the owner of the subject property but may not yet be funded with the subject property. Furthermore, upon the signing of this instrument, the **9123 S. SAGINAW ST. TRUST** is, at once, a living trust, an amendable trust, and a revocable trust. Any testamentary trust referenced below may be established because every element necessary to create a Will and a Trust exists here within this instrument and therefore meets all requirements necessary to create a testamentary trust pursuant to the Trusts and Trustees Act of Illinois. The subject property owner is establishing a Trust, through this instrument, as of the date of signing and is the grantor, trustee and beneficiary of the trust during the lifetime of the subject property owner. This trust may be referred to, in any other instrument, by the name: **9123 S. SAGINAW ST. TRUST**. The subject property owner shall act as Trustee hereunder who alone shall act as Trustee, unless otherwise indicated. The subject property owner shall be the sole beneficiary of the **9123 S. SAGINAW ST. TRUST** during his or her lifetime. At the death or incapacity of the Trustee, a successor trustee shall act alone as trustee. If, during the existence of this Trust, the subject property owner becomes unable, unwilling or unavailable, due to death or incapacity (as determined by the Successor Trustee), then, unless otherwise indicated, the Grantor names the successor trustees named below to perform the act of trustee, to act alone and successively, in the order named. The

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term "Trustee" wherever used herein shall mean the trustee in office from time to time. Any such trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder. No bond, surety or other security shall be required of any Trustee acting hereunder for the faithful performance of the duties of Trustee, notwithstanding any law of any state or other jurisdiction to the contrary. If because of the Subject Property owner's physical or mental incapacity as determined by the Successor Trustee, the Successor Trustee hereinafter named shall assume active administration of this trust during the subject property owner's lifetime, such Successor Trustee shall be fully authorized to invest, reinvest and otherwise manage the trust's asset(s) as he or she shall deem appropriate, paying to the grantor or disbursing on the grantor's behalf such sums from income or principal as may appear necessary or desirable for the grantor's comfort or welfare. The grantor reserves the power and right at any time during the grantor's lifetime to amend or revoke in whole or in part the trust hereby created without the necessity of obtaining the consent of the beneficiary and without giving notice to the beneficiary. The sale or other disposition by the grantor of the whole or any part of the subject property held whether held in the grantor's name or hereunder shall constitute as to such whole or part a revocation of this trust.

- ii) The Grantor reserves the right, at any time during the life of the subject property owner and without the consent of any person or notice to any person other than the Trustee, to amend or revoke in whole or in part this Declaration or any trust created hereunder, including the right to change the terms or beneficiaries thereof, by delivering to the Trustee written notice of such amendment or revocation signed by the grantor (or representative). This Declaration shall become irrevocable upon the death of the subject property owner. Upon any such revocation of this Declaration, the Trustee shall deliver to the subject property owner all property in the possession or control of the Trustee with respect to any trust which has been revoked and shall execute and deliver any instruments necessary to release any interest of the Trustee in such property. The sale or other disposition by the subject property owner of the whole or any part of the trust estate held hereunder shall constitute as to such whole or part a revocation of this Declaration and the trust or trusts affected thereby.
  - iii) The subject property owner reserves the power and right during the life of the subject property owner to collect any rent, interest or other income which may accrue from the trust estate and, in sole discretion, to accumulate such income as a trust asset or to pay such income to the subject property owner individually and not in any fiduciary capacity. The Grantor further reserves the power and right during life of the subject property owner to mortgage or pledge all or any part of the trust estate as collateral for any loan.
- 4) **MY FIRST DESIGNATED BENEFICIARY OR BENEFICIARIES UPON MY DEATH:**
- a) **To MY SON, ERVIN (AKA ERWIN) GARDNER, BORN, MARCH 20, 1935,** as Trustee pursuant to the powers and authorities granted trustees under the Illinois Trusts and Trustees Act (760 ILCS 5/1). This trust may be referred to, in any other instrument, by the name: **9123 S. SAGINAW ST. TRUST.** If **MY SON ERVIN,** is unable, unwilling or unavailable to perform this act, then, unless otherwise indicated, I name the following to perform this act, to act alone and successively, in the order named:
    - i) **MY DAUGHTER, HENRIETTA BATTLE (NEE STEVENS (AKA STEVENSON)), BORN SEPTEMBER 8, 1947**
    - ii) **MY DAUGHTER, DEBRA SANDERS (NEE WELCH), BORN JULY 11, 1969.**
    - iii) **THE SURVIVING BENEFICIARIES OF THIS TRUST, EACH HAVING AN EQUAL VOTE, MAY, BY A MAJORITY VOTE, SELECT THE PERSON TO SERVE AS TRUSTEE.**
  - b) **I DIRECT THE TRUSTEE TO MANAGE OR SELL THE SUBJECT PROPERTY IN WHATEVER MANNER AND AT WHATEVER TIME THE TRUSTEE DEEMS MOST APPROPRIATE, AND GIVE, IN EQUAL SHARES, THE PROCEEDS (AFTER ALL TRANSACTIONAL EXPENSES, AS DETERMINED BY THE TRUSTEE, ARE CONSIDERED) OF ANY SUCH SALE OR INCOME ACTIVITY (A SEPARATE FINANCIAL ACCOUNT MAY BE ESTABLISHED AFTER MY DEATH TO RECEIVE RESOURCES FROM MY ESTATE OR OTHER SOURCES TO ALLOW MY TRUSTEE TO HOLD, MANAGE AND MAINTAIN THE SUBJECT PROPERTY), TO THE FOLLOWING BENEFICIARIES WHO SURVIVE THE OWNERS OF THE SUBJECT PROPERTY, NAMELY:**
    - i) **MY DAUGHTER, HENRIETTA BATTLE (NEE STEVENS (AKA STEVENSON)), BORN SEPTEMBER 8, 1947;**

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- ii) MY DAUGHTER, ~~RUTH GARDNER, BORN APRIL 8, 1949;~~
  - iii) MY SON, ERVIN (AKA ERWIN) GARDNER, BORN, MARCH 20, 1955;
  - iv) MY DAUGHTER, BARBARA GARDNER, BORN JULY 13, 1956;
  - v) MY DAUGHTER, DEBRA SANDERS (NEE WELCH), BORN JULY 11, 1969.
- c) Once the subject property is held by **9123 S. SAGINAW ST. TRUST**, either by voluntary transfer during my lifetime or automatic transfer at the time of my death, then at such time the **9123 S. SAGINAW ST. TRUST** will receive the described interest in the subject property and that when it has taken said interest therein, or to any other real estate, or interest therein, transferred to it by recorded or appropriate instrument as trustee hereunder, it will hold all such property for the uses and purposes and upon the trusts herein set forth. The interest of any beneficiary hereunder, unless said beneficiary is serving as Trustee, shall consist solely of the right to receive the proceeds from rentals and from mortgages, sales, or other disposition of said premises, and that such right in the avails of said property shall be deemed to be personal property, and may be assigned and transferred as such; that in case of death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title, or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails, and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the trustee unless and until all applicable transfer tax ordinances have been complied with and until the original or an executed duplicate of the assignment in form satisfactory to the trustee is lodged with the trustee, and every assignment of any beneficial interest hereunder, the original or executed duplicate of which shall not have been lodged with the trustee, shall be void as to all subsequent assignees or purchasers without notice.
- d) Nothing contained in this agreement, unless otherwise specified, shall be construed as imposing any obligation on the trustee to file any income, profit, or other tax reports or schedules, it being expressly understood that the beneficiaries from time to time will individually make all such reports and pay any and all taxes required with respect to the earnings, avails, and proceeds of said real estate or growing out of their interest under this trust agreement.
- e) In case said trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title or an interest therein, to said real estate or in connection with this trust, or in case said trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the said trustee, with interest thereon at the highest rate per annum permitted by law, all such disbursements or advances or payments made by said trustee, together with its expenses, including reasonable attorneys' fees, and that the said trustee shall not be called on to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances, and expenses made or incurred by said trustee shall have been fully paid, together with interest thereon as aforesaid. Although the trustee may in its discretion refer any litigation involving the trust assets to counsel of its own choice and charge its legal fees and expenses to the beneficiaries as hereinabove set forth, nothing herein contained shall be construed as requiring the trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder unless it shall be furnished with funds sufficient therefore or be satisfactorily indemnified in respect thereto.
- f) This trust agreement being placed on record in the Recorder's Office of the county in which the land is situated, or elsewhere, shall be considered as notice of the rights of any person hereunder, and upon service of process on the trustee at any time hereafter, the trustee may, in his or her discretion, disclose to the other parties to any such proceeding, the names and addresses of the beneficiary or beneficiaries hereof.
- g) The trustee may at any time resign by sending by registered mail a notice of its intention so to do to each of the then beneficiaries hereunder at his or her address last known to the trustee. Such resignation shall become



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effective ten days after the mailing of such notice by the trustee. In the event that no successor in trust is named as above provided within ten days after the mailing of such notices by the trustee, then the trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, and the conveyance may be recorded or registered, as the case may be, by the trustee and such recording or registration shall constitute delivery of the conveyance or transfer to the beneficiaries, or the trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction.

- h) Every successor or trustee appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties, and obligations of its, his or her, or their predecessor.
- i) During the period before the property is transferred or sold, as determined by the Trustee, I direct the Trustee, to hold, improve, manage and/or maintain the subject property, and I give my Trustee authority to manage the expenses in whatever manner my Trustee deems most appropriate.
  - i) **Written confirmation, as determined by my Trustee, of any expense, reimbursement or distribution or the receipt therefor executed by the person to whom the distribution is made or expense is being paid or reimbursed, shall be a full discharge of my Trustee from any liability with respect thereto, even though my Trustee may be such person who provides the written confirmation.**
  - ii) **In the event that the subject property is to be sold, I give my Trustee authority to sell the subject property in whatever manner my Trustee deems most appropriate, and give, in proportional shares, the proceeds (after all transactional expenses, as determined by my Trustee, are considered) of such sale to the vested beneficiaries of this trust.**
  - iii) **All normal and customary expenses to hold, manage and maintain the subject property in general (such as: *Cleaning and maintenance, Commissions, Insurance Legal and other professional fees, Management fees, Mortgage interest, Repairs, Supplies, Taxes and Utilities, etc.*) are to be shared proportionately by the vested beneficiaries (applicable only to those vested beneficiaries who are not minors or disabled as described below and such application shall be determined by the Trustee.**
    - (1) **A cumulative accounting of the normal and customary expenses (which also describes each vested beneficiary's financial contribution toward such expenses) shall be maintained and distributed at least annually.**
    - (2) **The cumulative dollar amount (as adjusted) that a vested beneficiary to contribute toward her or his share of the normal and customary expenses shall reduce or eliminate the amount that the respective vested beneficiary would ordinarily receive from the financial proceeds generated by the rent or sale of any part of the subject property and such application shall be ultimately determined by the Trustee.**
    - (3) **The cumulative dollar amount (as adjusted) that a vested beneficiary contributes above her or his share of the normal and customary expenses shall increase the amount that the respective vested beneficiary would ordinarily receive from the financial proceeds generated by the rent or sale of any part of the subject property and such application shall be ultimately determined by the Trustee.**
- j) If any revocable trust or any testamentary trust of this instrument fails as determined by a serving Trustee or is later held to be invalid by a court of proper jurisdiction, then the subject property shall pass with my estate, according to my intent stated here.
- k) The Trustee may have and hold the subject property for the benefit of the vested beneficiaries herein forever. Furthermore, full power and authority is hereby granted to said Trustee to subdivide and re-subdivide the real estate or any part thereof; to dedicate parks, streets, highways, or alleys and to vacate any subdivision or part thereof; to execute contracts to sell or exchange, or execute grants of options to purchase, to execute contracts to sell on any terms, to convey either with or without consideration; to convey the real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers, and authorities vested in the Trustee; to donate, to dedicate, to mortgage, or otherwise encumber the real estate, or any part thereof; to execute leases of the real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, and to execute renewals or extensions of leases upon any terms and for any period or periods of

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time and to execute amendments, changes or modifications of leases and the terms and provisions thereof at any time or times hereafter; to execute contracts to make leases and to execute options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to execute contracts respecting the manner of fixing the amount of present or future rentals, to execute grants of easements or charges of any kind; to release, convey, or assign any right, title, or interest in or about or easement appurtenant to the real estate or any part thereof, and to deal with the title to said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the title to the real estate to deal with it, whether similar to or different from the ways above specified and at any time or times hereafter.

- l) In no case shall any party dealing with said Trustee in relation to the subject property, or to whom the real estate or part thereof shall be conveyed, contracted to be sold, leased, or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the "necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease, or other instrument executed by the Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease, or other instrument, (a) that at the time of the delivery thereof the trust created herein and by the trust agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions, and limitations contained herein and in the trust agreement or in any amendments thereof and binding upon all beneficiaries; (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate rights, powers, authorities, duties, and obligations of its, his, her, or their predecessor in trust.
- m) The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, earnings, avails, and proceeds thereof as aforesaid.
- n) In the event that rents are collected from parties other than the beneficiaries of this trust, all such rental proceeds from the subject property (after the payment of normal and customary expenses) shall be distributed to the beneficiaries along with an accounting of all relevant transactions at least annually.
- o) **Compensation.** The trustee shall be entitled to reimbursement for expenses and NOT compensation.
- p) **Determinations by Trustee.** The trustee's reasonable determination of any question of fact shall bind all persons.
- q) **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.
- r) **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.
- s) **Bond.** No trustee need give surety or bond to, qualify before, or account to any court.
- t) **Powers of Successor Trustee.** Unless expressly limited, each successor trustee shall have all the titles, powers, duties, discretions, and immunities of the original trustee.
- u) This conveyance is made on the express understanding and condition that the Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment, or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendments thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation, or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name as Trustee

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of an express trust and not individually [and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation, or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof]. All persons and corporations whosoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed

- v) **PROPERTY VESTING IN DISABLED PERSONS:** Notwithstanding any other provision in this instrument, if any beneficiary under this instrument, including any beneficiary of any trust created under this instrument, is or shall become disabled or incapacitated, institutionalized, and/or shall be receiving nursing or other care in the home of the beneficiary, in a nursing home, or on an out-patient basis, thereby entitling the beneficiary to public benefits such as Medicaid or Supplemental Security Income, or my Trustee reasonably shall anticipate that the beneficiary may need such public benefits in the foreseeable future, the share to which said beneficiary (hereinafter referred to as the "Beneficiary") is entitled instead shall be distributed to my Trustee, IN TRUST, to hold the same as a separate trust for the benefit of the Beneficiary in accordance with the following provisions of this Section.
- i) My Trustee shall hold, manage, invest and reinvest the trust assets, shall collect the income therefrom and, after deducting all charges and expenses properly attributable thereto, shall apply for the benefit of the Beneficiary at any time and from time to time, any part or all of the net income and/or principal of this trust as my Trustee shall deem advisable, in the absolute discretion of my Trustee, subject to the limitations set forth below. Any income not so paid or applied shall be accumulated and added to the principal of this trust at least annually.
  - ii) It is my intention to create a purely discretionary supplemental needs trust. I intend that the trust assets be used to supplement, not supplant, impair or diminish, any benefits or assistance of any federal, state, county, city or other governmental entity for which the beneficiary may otherwise be eligible or which the beneficiary may be receiving. Consistent with that intent, it is my desire that, before expending any amounts from the net income and/or principal of this trust, my Trustee shall consider the availability of all benefits or assistance under governmental or private programs for which the Beneficiary may be eligible and that, where appropriate and to the extent possible, my Trustee shall endeavor to maximize the collection of such benefits or assistance for the benefit of the Beneficiary.
  - iii) None of the income or principal of this trust shall be applied in such manner as to supplant, impair or diminish benefits or assistance of any federal, state, county, city or other governmental entity for which the beneficiary may otherwise be eligible or which the beneficiary may be receiving. The Trustee shall not make any distribution to or for the benefit of the Beneficiary if such distribution would reduce or eliminate any governmental entitlement or payment which the Beneficiary would otherwise receive.
  - iv) No judge or court shall have the power to order the invasion of principal in contravention of the provisions of the directives above. This provision is intended to negate and eliminate any discretion granted by any applicable law. All provisions of this trust shall be interpreted to conform to my primary goal that any governmental benefits or assistance that otherwise would be available to the Beneficiary if this trust did not exist will in no way be reduced, diminished, altered or denied.
  - v) The following are examples of the kind of supplemental, nonsupport disbursements that may be appropriate for my Trustee to make for the Beneficiary: medical, dental, rehabilitative and diagnostic work or treatment for which there are no private or public funds otherwise available; supplemental nursing care; differentials in the cost between housing and shelter for shared and private rooms in institutional settings; care appropriate for the Beneficiary that assistance programs do not otherwise provide; and expenditures for travel, companionship, cultural and educational experiences. It is my desire that the Beneficiary enjoy the therapeutic benefits of education, vocational training, hobbies, vacations, modes of transportation, equipment, visitation with family and friends, and other needs and/or luxuries the Beneficiary may have to enjoy life to the fullest. Subject to the restrictions and limitations set forth in the preceding paragraphs of this Article, my Trustee may use the principal and income of this trust for these types of purposes and such other purposes as my Trustee may deem appropriate.
  - vi) The Beneficiary shall not have any right or power to assign, encumber, direct, distribute or authorize distribution from this trust. The Beneficiary has no entitlement to the income or principal of this trust, except

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as my Trustee, in the complete, sole, absolute and unfettered discretion of my Trustee, may elect to disburse. In this regard my Trustee may act unreasonably and arbitrarily as I could have acted if living and in control of these funds. The discretion of my Trustee in making nonsupport disbursements as provided in this will is final as to all interested parties, including all federal, state, county, city or other governmental entities, even if my Trustee shall elect to make no disbursements at all.

- vii) With the consent of my Trustee, any person may add property to this trust, by assignment, gift, transfer, deed or will, and any property so added shall be held, administered and distributed under the terms of this trust.
- viii) My Trustee from time to time may consult with an attorney with appropriate expertise in the area of public benefits and trust law to review applicable legislation, regulations and requirements so that the public benefits eligibility of the Beneficiary is not jeopardized by the actions of my Trustee. The cost of such attorney shall be paid by my Trustee from the trust assets.
- ix) Subject to the restrictions and limitations set forth in the preceding paragraphs of this Article, upon the death of the Beneficiary my Trustee may pay all or part of the funeral expenses of the Beneficiary and expenses relating to the distribution of the remaining trust assets as my Trustee shall deem advisable, in the absolute discretion of my Trustee. My Trustee may consider whether other satisfactory provisions have been made for such expenses.
- x) My concern is to provide for the Beneficiary and I am not concerned about preserving assets for the remaindermen of this trust. Upon the death of the Beneficiary, all remaining principal and income of this trust shall be paid and distributed as follows: The remaining principal and interest shall be distributed according to the directions and terms specified under my residuary estate, but if for any reason the foregoing bequest shall disqualify this bequest as a "third party" supplemental needs trust, then as my Trustee may elect.
- xi) If the existence of this supplemental needs trust adversely affects the qualification of the Beneficiary for public entitlements or private support benefits, my Trustee may terminate this trust. If this occurs the remainder interest will be accelerated and all principal and income remaining in the trust shall be paid and distributed as provided in the preceding section. In the event of such a voluntary termination of this trust, it would be my hope and expectation that the remainder beneficiaries would continue to provide for the nonsupport care of the Beneficiary of this trust; however, this request is an expression of my wishes and is not binding on the remainder beneficiaries.
- xii) If for any reason the foregoing shall not qualify as a "third party" created supplemental needs trust, my Trustee may, but shall not be required to, establish by court order a "first-party" or "self-settled" supplemental needs trust as permitted by law.
- w) **PROPERTY VESTING IN MINORS OR INCOMPETENTS:** Unless otherwise specified, if any principal or income of this trust or any trust hereunder vests in absolute ownership in a minor or incompetent, the Trustee serving, at any time and without court authorization, may: distribute the whole or any part of such property to the beneficiary; or use the whole or any part for the health, education, maintenance and support of the beneficiary; or distribute the whole or any part to a guardian, committee or other legal representative of the beneficiary, or to a custodian for the beneficiary (including a custodian appointed by the Trustee serving without court order) under any gifts to minors or transfers to minors act, or to the person or persons with whom the beneficiary resides. Evidence of any such distribution or the receipt therefor executed by the person to whom the distribution is made shall be a full discharge of the Trustee serving from any liability with respect thereto, even though the Trustee serving may be such person.
  - i) If such beneficiary is a minor, the Trustee serving may defer the distribution of the whole or any part of such property until the beneficiary attains the age of twenty-one (21) years, and may hold the same as a separate fund for the beneficiary with all of the powers described here. If the beneficiary dies before attaining said age, any balance shall be paid and distributed to the estate of the beneficiary.
  - ii) The word "minor" wherever used here shall mean any person who shall be under the age of twenty-one (21) years.
  - iii) If the Trustee serving shall reasonably believe that a beneficiary routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not



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prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist, and if the Trustee serving shall reasonably believe that as a result the beneficiary is unable to care for himself or herself or is unable to manage his or her financial affairs, the following provisions shall apply:

- (1) The beneficiary shall be deemed to be incompetent for purposes of this Trust and all mandatory distributions (including distributions upon termination of a trust) to the beneficiary and any rights of the beneficiary to participate in decisions concerning the removal and appointment of the Trustee serving shall be suspended.
  - (2) The Trustee serving may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee serving of the results of all such examinations and all opinions and suggested treatments by the beneficiary's treating physician, on an ongoing basis. The Trustee serving shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary.
  - (3) If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor shall be asked to determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee serving. If the beneficiary consents to the treatment, the Trustee serving shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Article.
  - (4) The Trustee serving may resume other distribution to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee serving shall determine that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee serving shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided herein.
  - (5) The Trustee serving shall not be responsible or liable to anyone for a beneficiary's actions or welfare and shall have no duty to inquire whether a beneficiary uses drugs or other substances as described in this Article. The Trustee serving shall be indemnified and held harmless by my estate and this trust from any liability of any nature in exercising its judgment and authority under this Article, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.
  - (6) Notwithstanding the provisions of this Article, the Trustee serving shall not suspend any mandatory distributions that are required for a trust to qualify for any federal transfer or estate tax exemption, deduction or exclusion allowable with respect to a trust or to become or remain a Qualified Subchapter S Trust (unless the Trustee serving shall elect for the trust to be an Electing Small Business Trust)
- 5) MY SECOND DESIGNATED BENEFICIARY OR BENEFICIARIES:
- a) In the event none of the above beneficiaries vest in ownership in the subject property or in the proceeds from the sale thereof, according to this instrument as determined by my Trustee, then the subject property shall pass with my estate.

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<p>I, <b>MINNIE R. WELCH</b>, having attained the age of 18 years and having the capacity required to make a valid Illinois will, execute this Beneficiary Deed pursuant to the Illinois Residential Real Property Transfer on Death Instrument Act.</p>		
<p>Dated: May 18, 2017 BY SIGNING BELOW, I AM STATING THIS TRANSACTION EXEMPT UNDER PROVISIONS OF REAL ESTATE TRANSFER LAW 35 ILCS 200/31-45 (d) and (e); AND AM ESTABLISHING ALL LIVING AND TESTAMENTARY TRUSTS PROPOSED.</p> <p><input checked="" type="checkbox"/> <u>Minnie R Welch</u> MINNIE R. WELCH, OWNER</p>	<p>Dated: May 18, 2017 BY SIGNING BELOW, I AM EXECUTING THIS WILL AND UPON RECORDING IT BECOMES AN EFFECTIVE ILLINOIS RESIDENTIAL REAL PROPERTY TRANSFER ON DEATH INSTRUMENT.</p> <p><input checked="" type="checkbox"/> <u>Minnie R Welch</u> MINNIE R. WELCH, OWNER</p>	
<p><b>Witness Statement</b> - On the date <b>MINNIE R. WELCH</b>, signed and executed the foregoing Beneficiary Deed and trusts, each of the undersigned witnesses below signed this instrument in the presence of a notary public; the owner, <b>MINNIE R. WELCH</b>; and each other; and each of the respective witnesses, who have attained the age of 18, attest to the following:</p> <p>(1) <b>MINNIE R. WELCH</b> is known to me to be the same person who signed and executed the foregoing Beneficiary Deed.</p> <p>(2) <b>MINNIE R. WELCH</b> signed and executed this instrument in the presence of the witnesses subscribed below and a notary public.</p> <p>(3) <b>MINNIE R. WELCH</b> signed and executed this instrument as a free and voluntary act and I believe <b>MINNIE R. WELCH</b> to be of sound mind and memory.</p>		
<p>Witness Name and Residence (PRINT)</p>	<p>Witness Signature</p>	<p>Date</p>
<p>Witness 1: <b>VAUGHN TAYLOR</b>  7645 S SOUTHSHORE DR. CHICAGO, IL 60649</p>	<p>I certify the truthfulness of the Witness Statement above:</p> <p><input checked="" type="checkbox"/> <u>Vaughn Taylor</u></p>	<p>5/18/2017</p>
<p>Witness 2: <b>FORRESTINE MILL</b> 9116 S. SAGINAW AVE. CHICAGO, IL 60617</p>	<p>I certify the truthfulness of the Witness Statement above:</p> <p><input checked="" type="checkbox"/> <u>Forrestine Mills</u></p>	<p>5/18/2017</p>
<p>State of <b>ILLINOIS</b> County of <b>COOK</b> I, CERTIFY THAT, the witnesses, <b>VAUGHN TAYLOR</b>; and <b>FORRESTINE MILL</b>; and the OWNER of the Subject Property, <b>MINNIE R. WELCH</b>, appeared before me and each are known to me to be the individuals who respectively signed this instrument, and acknowledged that each signed the same as his or her free and voluntary act. GIVEN under my hand and official seal this <b>18th day of May 2017</b>.</p>		
<p><input checked="" type="checkbox"/> <u>David E. Trice</u> Notary Public: <b>DAVID E. TRICE</b></p>	<p>(Seal):</p> <div style="border: 1px dashed black; padding: 5px; width: fit-content; margin: auto;"> <p><b>"OFFICIAL SEAL"</b> DAVID E TRICE Notary Public, State of Illinois My Commission Expires 10/8/2017</p> </div>	
<p><b>This instrument was drafted and prepared by:</b> David E. Trice, Attorney at Law 9723 S. Western Ave., Chicago, IL 60643 773 233 3303 OFFICE 773 233 3330 FAX <a href="http://www.tricelaw.com">www.tricelaw.com</a> This instrument was drawn without title examination, using description provided by the owner.</p>	<p><b>Mail future tax bills to:</b>  <b>MINNIE R. WELCH</b> <b>9123 S. SAGINAW ST.</b> <b>CHICAGO, IL 60617.</b></p>	