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DEED IN TRUST

DEED made on March 28, 1979 by ANNE M. LEMPKE of Skokie, Illinois, JOHN I. MILLER of Des Plaines, Illinois, MARY ALICE SCHMEHL of Plover, Wisconsin, and LU ANNE SCHURK of Neshkoro, Wisconsin, Grantors, to JOHN I. MILLER of Des Plaines, Illinois, Grantee, as trustee under the ANNE M. LEMPKE TRUST AGREEMENT DATED MARCH 26th, 1979.

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FOR VALUE RECEIVED, Grantors have granted, bargained and sold and do hereby absolutely grant, bargain and sell to Grantee as trustee under the ANNE M. LEMPKE TRUST AGREEMENT DATED MARCH 26th, 1979, a copy of which Trust Agreement is attached hereto and made a part hereof, all of that certain property located in the County of Cook, State of Illinois, and more particularly described as follows:

Lot 31 in Block 2 in East Prairie Road Crawford Addition to Niles Center, a subdivision of the North 10 acres of the South 20 acres of the Northwest quarter of the Northwest quarter of Section 26, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

together with appurtenances and all the estate and rights of Grantors in and to said premises.

TO HAVE AND TO HOLD the above granted premises unto Grantee as trustee, his heirs and assigns forever.

IN WITNESS WHEREOF, Grantors have executed this Deed the day and year first above written.

Anne M. Lempke
Anne M. Lempke

John I. Miller
John I. Miller

Mary Alice Schmehl
Mary Alice Schmehl

Lu Anne Schurk
Lu Anne Schurk

This instrument was prepared by: G. Kent Yowell,
899 Skokie Boulevard,
Northbrook, IL 60062

Send Subsequent tax bills to: John I. Miller,
1095 Van Buren Avenue,
Des Plaines, IL 60016

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EXEMPT under Ill Rev Stat 1977 c. 120 pm 100(2)
A. K. Schmehl

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AGREEMENT

THIS AGREEMENT is made this 26th day of March, 1979, between ANNE M. LEMPKE, as settlor, and JOHN I. MILLER, as trustee.

The settlor hereby transfers to the trustee the property listed in the attached schedule. That property and all investments and reinvestments thereof and additions thereto are herein collectively referred to as the "trust estate" and shall be held upon the following trusts:

FIRST: During settlor's lifetime the trustee shall pay the income from the trust estate in convenient installments to the settlor or otherwise as she may from time to time direct in writing, and also such sums from principal as she may request at any time in writing.

If at any time or times the settlor is unable to manage her affairs, the trustee may use such sums from the income and principal of the trust estate as the trustee deems necessary or advisable for the care, support and comfort of the settlor and any person dependent upon her, or for any other purpose the trustee considers to be for settlor's best interests, adding to principal any income not so used.

For purposes of this agreement, the settlor shall be considered to be unable to manage her affairs if she is under a legal disability or by reason of illness or mental or physical disability is unable to give prompt and intelligent consideration to financial matters, and the determination as to settlor's inability at any time shall be made by JOHN I. MILLER and settlor's physician, and the trustee may rely upon written notice of that determination.

SECOND: Upon the death of the settlor the trustee shall pay from the principal of the trust estate settlor's funeral expenses, claims allowable against her estate, costs

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of administration including ancillary, and estate and inheritance taxes assessed by reason of her death, except that the amount, if any, by which the estate and inheritance taxes shall be increased as a result of the inclusion of property over which the settlor may have power of appointment shall be paid by the person holding or receiving that property. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. The trustee may make payment directly or to the legal representative of settlor's estate, as the trustee deems advisable. The settlor hereby waives all rights of reimbursement for any payments made pursuant to this article.

The succeeding articles of this agreement shall be subject to the trustee's making or providing for the foregoing payments.

THIRD: Upon the death of the Settlor, the trustee shall divide the trust estate into three equal parts and shall distribute one-third to JOHN I. MUELER or if he is not living to his heirs in the proportions that they would take under the Illinois laws of descent; one-third to MARY ALICE SCHMEHL or if she is not living to her descendants per stirpes and one-third to LU ANNE SCHURK or if she is not living to her heirs in the proportions that they would take under the Illinois laws of descent.

FOURTH: The following provisions shall apply to the trust estate and to each trust under this agreement:

SECTION 1: If income or discretionary amounts of principal become payable to a minor or to a person under legal disability or to a person not adjudicated incompetent but who, by reason of illness or mental or physical disability, is in the opinion of the trustee unable properly to manage his or her affairs, then such income or principal shall be paid or expended only in such of the following ways as the trustee deems best: (a) to the beneficiary directly; (b) to the legally appointed guardian or conservator of the beneficiary; (c) to a custodian for the beneficiary under a Uniform Gifts to Minors Act; (d) by the trustee directly for

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the benefit of the beneficiary; (e) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.

SECTION 2: The interests of beneficiaries in principal or income shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.

SECTION 3: Income received after the last income payment date and undistributed at the termination of any estate or interest shall, together with any accrued income, be paid by the trustee as income to the persons entitled to the next successive interest in the proportions in which they take that interest.

SECTION 4: For convenience of administration or investment, the trustee may hold the several trusts as a common fund, dividing the income proportionately among them, assign undivided interests to the several trusts, and make joint investments of the funds belonging to them. The trustee may consolidate any separate trust with any other trust with similar provisions for the same beneficiary or beneficiaries.

SECTION 5: The trustee shall hold, manage, care for and protect the trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

(a) To retain any property (including stock of any corporate trustee hereunder or of a parent or affiliate company) originally constituting the trust or subsequently added thereto, although not of a type, quality or diversification considered proper for trust investments;

(b) To invest and reinvest the trust property in bonds, stocks, mortgages, notes or other property of any kind, real or personal, suitable for the investment of trust funds;

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(c) To cause any property, real or personal, belonging to the trust to be held or registered in the trustee's name or in the name of a nominee or in such other form as the trustee deems best without disclosing the trust relationship;

(d) To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the trustee's possession of voting discretion would subject the issuing company or the trustee to any law, rule or regulation adversely affecting either the company or the trustee's ability to retain or vote company securities, shall be voted as directed by the settlor if living, otherwise by the beneficiaries then entitled to receive or have the benefit of the income from the trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor;

(e) To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;

(f) To borrow money from any lender, including a trustee hereunder individually, extend or renew any existing indebtedness and mortgage or pledge any property in the trust;

(g) To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property and any reinvestments thereof from time to time for such price and upon such terms as the trustee sees fit;

(h) To employ agents, attorneys and proxies and to delegate to them such powers as the trustee considers desirable;

(i) To compromise, contest, prosecute or abandon claims in favor of or against the trust;

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(j) To divide or distribute the trust property in cash or in kind, or partly in each, or in undivided interests or in different assets or disproportionate interests in assets; to value the trust property for such purposes; and to sell any property in order to make division or distribution;

(k) To deal with, purchase assets from, or make loans to the fiduciary of any trust made by the settlor or any member of her family or a trust or estate in which any beneficiary under this agreement has an interest, though a trustee hereunder is such fiduciary, and to retain any property so purchased;

(l) To establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion;

(m) To transfer the situs of any trust property to any other jurisdiction as often as the trustee deems it advantageous to the trust, appointing a substitute trustee to itself to act with respect thereto; and in connection therewith, to delegate to the substitute trustee any or all of the powers given to the trustee, which may elect to act as advisor to the substitute trustee and shall receive reasonable compensation for so acting; and to remove any acting substitute trustee and appoint another, or reappoint itself, at will; and

(n) To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges.

SECTION 6: Notwithstanding the foregoing, while the settlor is living and not unable to manage her affairs, the trustee shall make only such sales and investments as the settlor directs and shall be under no obligation to make any investment review or to consider the propriety of holding or selling any property in the trust.

The settlor may at any time or times, with or without right of revocation, by a writing delivered to the trustee

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delegated to any other person or to the trustee or relinquish any or all of the powers reserved to her hereunder.

The statement of the trustee that it is acting according to this section shall fully protect all persons dealing with the trustee. The trustee shall have no responsibility for any loss that may result from acting in accordance with this section.

The statement of the trustee that it is acting according to this section shall fully protect all persons dealing with the trustee. The trustee shall have no responsibility for any loss that may result from acting in accordance with this section.

SECTION 7: The trustee shall render an account of its receipts and disbursements at least annually to the settlor if living, otherwise to each adult income beneficiary. The trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the trust and shall receive fair compensation for its services. The trustee's regular compensation shall be charged against income during settlor's lifetime and thereafter half against income and half against principal, except that the trustee shall have full discretion at any time or times to charge a larger portion or all against income without being limited to circumstances specified by state law.

SECTION 8: No trust created hereby, or by exercise of a power of appointment hereunder, shall continue for more than 21 years after the death of the last to die of the settlor and the beneficiaries in being at the death of the settlor. Any property still held in trust at the expiration of that period shall immediately be distributed to the persons then entitled to receive or have the benefit of the income therefrom in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.

SECTION 9: Any trustee may resign at any time by written notice to the settlor if living, otherwise to each beneficiary then entitled to receive or have the benefit of the income from the trust. In case of the resignation, re-

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fusal or inability to act of JOHN I. MILLER as trustee, G. KENT POWELL of Glencoe, Illinois, shall act as successor trustee.

Every successor trustee shall have all the powers given the originally named trustee. No successor trustee shall be personally liable for any act or omission of any predecessor. With the approval of the settlor if living, otherwise of the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust, a successor trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor trustee without incurring any liability for so doing.

The parent, guardian or conservator of a beneficiary under disability shall receive notice and have authority to act for such beneficiary under this section.

No trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court.

SECTION 10: In disposing of any trust property subject to a power to appoint by will, the trustee may rely upon an instrument admitted to probate in any jurisdiction as the will of the donee or may assume that he or she died intestate if the trustee has no notice of a will within 3 months after his or her death.

FIFTH: The law of Illinois shall govern the validity and interpretation of the provisions of this agreement.

SIXTH: The settlor or any other person may transfer, devise or bequeath additional property to the trustee to be held under this agreement and may designate the trust to which the addition shall be made. If the addition is made by will, the trustee shall accept the statement of the legal representative that the assets delivered to the trustee constitute all of the property to which the trustee is

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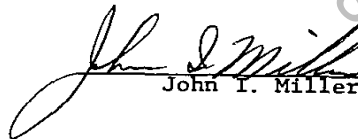
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entitled, without inquiring into the representative's administration or accounting.

SEVENTH: The settlor may at any time or times during her lifetime by instrument in writing delivered to the trustee amend or revoke this agreement in whole or in part. The trust property to which any revocation relates shall be conveyed to the settlor or otherwise as she directs. This power is personal to the settlor and may not be exercised by her legal representative or others.

IN WITNESS WHEREOF ANNE M. LEMPKE and JOHN I. MILLER have signed this agreement the day and year first above written.


Anne M. Lempke

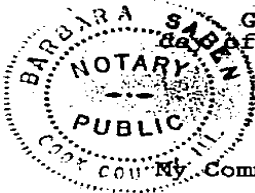

John I. Miller

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, BARBARA SABEN a Notary Public in and for said County, in the State aforesaid, do hereby certify that ANNE M. LEMPKL and JOHN I. MILLER personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.



GIVEN under my hand and notarial seal this 29th day of March A.D. 1979.

Barbara Saben
Notary Public

My Commission expires: 4/9/84

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STATE OF WISCONSIN)
COUNTY OF Marquette) SS

I, Judith A. Walker a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARY ALICE SCHMEHL personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of March A.D. 1979.

Judith A. Walker
Notary Public

My Commission expires: June 8, 1980



STATE OF WISCONSIN)
COUNTY OF Marquette) SS

I, Judith A. Walker a Notary Public in and for said County, in the State aforesaid, do hereby certify that LU ANNE SCHURK personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of March A.D. 1979.

Judith A. Walker
Notary Public

My Commission expires: June 8, 1980



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