OCH.T. LIVINGS TRUST ---88-583411

This Joint Living Trust Agreement is made this 19 day of Accents, 1988 by and between JEAN I. KELLY and THOMAS J. KELLY, as Co-Trustees, both residents of Cook County, State of Illinois.

The Co-Trustees have placed personal property (no reality) in this Trust as listed in the attached schedule. The Trust 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 the lifetime of the Co-Trustees they shall make all investments and have complete control over and use of all assets of the frust for any purpose they so desire.

If at any time or times a Co-Trustee is unable to manage his/her affairs, the other CoTrustee may usee such sums from the income and principal of the Trust Estate as the Co-Trustee deems necessary or advisable for the care, support and comfort of the Co-Trustee.

For purposes of this agreement, a Co-Trustee shall be considered to be unable to manage his/her affairs if he/ 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 Co-Trustee's inability at any time shall be made by that person's con physician's statement.

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The physician's written statement as to Co-Trustee's inability to handle his /her affairs shall be asufficient proof of the determination.

In the event of the deaths of both Co-Trustees or the legal disabilities of both Co-Trustees as set out above in this agreement then Rathleen M. Kelly, daughter, legal age, of Co-Trustees shall thereupon become the successor Trustee. Kathleen M. Kelly would then have complete control of the principal, accrued and undistributed income of the Trust. Also, successor Trustee Kathleen M. Kelly in her discretion may provide monetary syments to Co-Trustees' daughter

Mary S. Kelly, legal age. Mary S. Kelly has been previously provided with money over a period of time.

Further, Mary S. Kelly is hereby prohibited, in any manner, from contesting this Living Trust Agreement. In the event Mary S. Kelly should contest this Agreement then she is not to receive any proceeds of this Agreement, financial or otherwise or any proceeds outside of this Agreement.

or security or be expointed by or account for the administration of any trust to any court.

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

FOURTH: The Jo-Trustees may stany time or times during their lifetime amend or revoke this agreement in whole or in part.

IN WITNESS WHEREOF Jean L.Kelly and Thomas J. Kelly have signed this agreement the Jay and year first above written.

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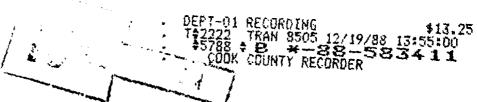
SCHEDULE OF PROFESTY
IN JOINT LIVING TRUST AGREEMENT OF
JEAN I. KELLY AND
THOMAS J. KELLY,
CC-TRUSTEES

#### DEAN WITTER REYNCLUS INC.

#### Certificates of Deposits

Various CD's in S & L&s und different maturities - under	; \$100,000.
Public Storage, Ltd. Fartnership	5,000.
Great Americs S & L CD	42,000.
Financial Federal Savings Bank CD	43,000.
" " " " MM arket (includes monthly Fension Fund check)	4,186.
La Grance Federal Savings & Loan - checking)	150.
Gook Gounty, 11. Pension Fund - yearly TJK Survivor JIK	27,000.





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