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TERESITA B. CUAJUNCO  
REVOCABLE TRUST

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I, TERESITA B. CUAJUNCO, of Manila, Philippines, hereby make this Declaration of Trust, which shall be known as the TERESITA B. CUAJUNCO Revocable Trust.

## ARTICLE I

A. I hereby transfer the property listed in Exhibit A, hereto attached, to the Trustee. By acceptance of this instrument, the Trustee hereinafter named agrees to hold and administer such property according to the terms of the trust created by this instrument.

B. I, or any other person, may transfer, by will or otherwise, any other property to the Trustee, to be administered as provided in this instrument, and may subject the proceeds of any insurance policies to the terms of this instrument by designating the Trustee as beneficiary thereof.

## ARTICLE II

A. I may, from time to time, revoke or amend this instrument, in whole or in part, but only by an instrument in writing (other than a will) signed and delivered to the Trustee during my life; provided, however, that no material change in the duties and liabilities of the Trustee shall be effective without the Trustee's written consent.

B. This instrument and the trusts created hereby shall be construed and governed by the laws of Illinois in force from time to time.

## ARTICLE III

The Trustee shall pay to me during my life the income of the trust, and such portion of the principal as I may request from time to time by a written instrument delivered to the Trustee; provided, however, that if I become incapacitated, the Trustee

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shall, as long as such incapacity continues, pay such amounts from the income and principal as the Trustee may deem necessary for the support and education of the group consisting of my descendants and me. The Trustee may make unequal payments which shall not be considered advancements. Any income not thus paid shall be added to the principal of the trust.

## ARTICLE IV

A. I reserve during my lifetime all rights under any insurance policies held hereunder, including the right to change the beneficiary, pledge or collect the cash surrender values, and to receive all dividends. If any policy is surrendered, or if the beneficiary of any policy is changed, this trust shall be revoked with respect to such policy upon acceptance of such surrender or change of beneficiary by the insurance company. During my lifetime, the Trustee shall have no responsibility with respect to any policies except to hold any policies received in safekeeping and to deliver them upon my written request.

B. Upon being advised of my death, the Trustee shall collect the proceeds of any policy on my life payable to the Trustee, and may exercise any available optional method of settlement.

C. Payment to the Trustee shall discharge the liability of the insurance company so paying, which need not see to the application of any payment. The Trustee may compromise claims arising in connection with any policy, and need not engage in litigation to enforce payment without indemnification for any resulting expense.

## ARTICLE V

A. After my death, the Trustee may pay such amounts as my personal representative may request in writing for the purpose of paying all or part of the expenses of my funeral, the administration of my estate, my enforceable debts and United States Federal

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estate and state death taxes payable by reason of my death. The Trustee may make such payments either directly or to my personal representative, without any duty to see to their application.

B. In making the payments required under this Article, the Trustee shall in no event use assets not includable in my gross estate under the Internal Revenue Code. This paragraph shall not limit the power of the Trustee to purchase assets from my estate.

C. After my death, for purposes of Article VI, the "trust estate" shall consist of the principal together with any accrued and undistributed income of the trust at the time of my death, plus any property added thereto by my will, or payable to the Trustee by reason of my death, reduced by any gifts hereinbefore made and by the payment of debts and administration expenses as provided in this Article V.

## ARTICLE VI

A. Upon my death, the Trustee shall distribute the balance of the trust estate as follows:

(1) If the real estate located at 910 Gellert Boulevard, Daly City, California, is an asset of the trust estate at the time of my death, the Trustee shall distribute such real estate to my daughter, MARIA TERESA SANTOS ("MARIA"). If MARIA is not then living, the Trustee shall distribute such real estate in equal shares to my son, DELFIN CUAJUNCO ("DELFIN"), and my son, VICTOR CUAJUNCO ("VICTOR"), as tenants in common, or distribute the entire property to the then living survivor of them.

(2) If the real estate located at 7646 North Crawford Avenue, Skokie, Illinois, is an asset of the trust estate at the time of my death, the Trustee shall distribute such real estate to VICTOR. If VICTOR is not then living, the Trustee shall distribute such real estate in equal shares to the then living children of VICTOR, as tenants in common, or distribute the entire property to the then living survivor of them.

(3) The Trustee shall distribute the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) to DELFIN if ~~he~~ <sup>she</sup> is then living.

(4) The Trustee shall distribute the remaining balance of the trust estate in equal shares to my then living descendants, per stirpes.

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E. Except as otherwise provided in this instrument, if any person entitled to distribution has not attained the age of twenty-one (21) years or is incapacitated, his share shall vest in him, but the Trustee may either distribute his share to a custodian under any Uniform Gifts to Minors Act, or in the Trustee's discretion, the Trustee may retain his share in trust until he reaches such age or such incapacity is removed. In the meantime, the Trustee shall pay to or for the benefit of such person as much or all of the net income and principal of the retained trust as the Trustee deems necessary for his support and education (including college and postgraduate), and may add to principal any income not so expended. If such person dies prior to receiving final distribution, his entire trust shall be distributed to his estate.

## ARTICLE VII

A. For all purposes under this instrument:

(1) Adoption of a child shall have the same effect as if such child had been born to the adopting parents and not to the natural parents, provided that the child was under the age of eighteen at the time of the adoption.

(2) Except where distribution is directed to the "descendants per stirpes" of a person, the word "descendants" includes descendants of every degree, whenever born, whether or not a parent or more remote ancestor of such descendant is living. Where distribution is directed to any person's descendants per stirpes who are living at a designated point of time, the stirps shall begin with the children of such person, whether or not any child of his is then living.

(3) A person shall be considered "incapacitated" (a) if and as long as he is adjudicated disabled because he is unable to manage his estate or financial matters, or (b) if two doctors familiar with his physical and mental condition certify to the Trustee in writing that the person is unable to transact ordinary business, and until there is a like certification to the Trustee that such incapacity has ended.

(4) Where appropriate, words of the masculine gender include the feminine, and words used in a plural or collective sense include the singular and vice versa.

(5) The word "Trustee" includes any successor Trustee or Trustees.

(6) The word "persons" includes corporations.

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(7) In determining what amounts are necessary for the support of any person, the Trustee shall take into account (a) the standard of living to which such person is accustomed; (b) his obligations, if any, to support others; (c) the obligation, if any, and the ability of others to support him; and (d) other income available for his support so far as known to the Trustee.

(8) Except as otherwise provided in this instrument, income accrued or collected but not distributed at the termination of any beneficial interest hereunder shall be treated as if it had accrued or been collected after the termination of such interest. The Trustee may charge any such income with any accrued taxes, expenses or compensation which it considers proper.

(9) Whenever the Trustee deems it to be in the best interests of a beneficiary to whom the Trustee is directed or authorized to pay income or principal, the Trustee may apply such income or principal for the benefit of the beneficiary, or distribute it for the beneficiary's use to anyone with whom the beneficiary is residing, to a custodian for the beneficiary under the Uniform Gifts to Minors Act, or to his guardian, conservator or near adult relative.

(10) If any distribution, other than a distribution made pursuant to a power of withdrawal or appointment, is a taxable distribution for generation-skipping tax purposes, the Trustee may, out of the principal of the trust from which the distribution is made, either pay any tax attributable to the distribution or increase the distribution to the extent determined by the Trustee to be sufficient to enable the distributee to pay any such tax. In the event of a taxable termination for generation-skipping tax purposes, the Trustee shall, out of the principal of the trust or share to which such termination relates, pay any tax attributable to the termination without compensating adjustments.

(11) The term "gross estate" refers to the amount described by this term in the Internal Revenue Code in force from time to time.

B. No interest in income or principal in any trust under this instrument shall be assignable by any voluntary or involuntary act of a beneficiary or by operation of law, nor shall any such interest be liable to be taken for any obligation, including any obligation to pay alimony, of any beneficiary.

C. The Trustee may in the Trustee's discretion terminate and distribute any trust under this instrument if the Trustee determines that the costs of continuance thereof will substantially impair accomplishment of the purposes of the trust. Distribution hereunder shall be made to the income beneficiary, or, if there is more than one, to my descendants, per stirpes, living at the

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date of termination, or if no descendant of mine is then living, to the income beneficiaries in equal shares.

D. Anything in this instrument to the contrary notwithstanding, each trust under this instrument which is still in existence twenty-one (21) years after the death of the last to die of all the beneficiaries hereunder living at the date this instrument becomes irrevocable shall terminate and the Trustee shall distribute the trust to the then beneficiary.

## ARTICLE VIII

A. I and LUCIDA RITA ("LUCIDA") shall act as Co-Trustees under this instrument. Upon the death, resignation or incapacity of LUCIDA, the following persons shall act as successor Co-Trustee one at a time in the order named: MARIA; VICTOR; HARRIS TRUST AND SAVINGS BANK, Chicago, Illinois (or any successor to its trust business), provided, however, that the corporate Trustee shall have no duties under this instrument until it has actual knowledge or has received notice in writing of the death, resignation or incapacity of LUCIDA, MARIA and VICTOR. Upon my death, resignation or incapacity, the then acting Co-Trustee shall act as sole Trustee hereunder.

B. Any Trustee may resign or release any powers conferred by this instrument by giving thirty (30) days' written notice to the Co-Trustee, if any, and to all adult income beneficiaries. For purposes of this Article, any person who is eighteen (18) years of age or over and is not incapacitated and to whom the Trustee is then directed or authorized to pay income is an adult income beneficiary. If there is no such beneficiary, written notice shall be given to the legal guardian or conservator, if any, or, if none, to a near adult relative of each minor or incapacitated income beneficiary. A majority of the persons entitled to such notice, with the approval of the individual Co-Trustee, if any, may remove a corporate Trustee upon giving

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thirty (30) days' written notice to such corporate Trustee, fill any vacancy caused by the resignation or removal of a corporate Trustee, and, without liability to themselves, approve the accounts of and release any Trustee ceasing to act for any reason. Such approval and release shall be binding upon all persons with the same effect as though such accounts were approved by a court of competent jurisdiction, but shall not enlarge or shift the beneficial interest of any beneficiary. Each successor Trustee appointed to fill a vacancy caused by the resignation or removal of a corporate Trustee shall be another corporation, organized under the laws of the United States or any state thereof, having a capital and surplus of not less than \$100,000,000.00.

C. Without any conveyance or order of court, any successor Trustee shall have all the powers granted to the original Trustee and shall assume all the duties imposed upon the original Trustee. No successor Trustee shall have any responsibility to inquire into the acts of any predecessor Trustee, nor shall any successor Trustee be liable for any act or omission by me as predecessor Trustee or of any other predecessor Trustee of which the successor Trustee has no actual knowledge. Any person may, without liability, rely on the written certification of a successor Trustee that such successor Trustee has been duly appointed and has power to act.

D. Except as otherwise provided in this instrument, the Trustee shall have the following administrative and investment powers, and any others granted by law, with respect to each trust created by this instrument, to be exercised without order of any court as the Trustee determines to be in the best interests of the beneficiaries:

(1) To invest in and to retain any property or interests in property, foreign or domestic, without being limited by any statute or rule of law concerning investments by Trustees, including, without limiting the generality of the foregoing, bonds, debentures, mortgages, notes (secured or unsecured),

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common or preferred stock, interests in common trust funds, interests in mutual funds, partnerships, limited partnerships, joint ventures, oil, gas or other mineral interests, commodities, commodity futures, financial instrument futures, and real estate.

(2) To sell any property, for cash or on credit, at public or private sale; to exchange any property for other property; to grant options to purchase or acquire property; and to determine the prices and terms of sales, exchanges and options.

(3) To make loans to any person, including any beneficiary.

(4) To borrow money, either from the banking department of the corporate Trustee or from others, and to mortgage or pledge any property, even though the obligation incurred may extend beyond the termination of the trust.

(5) To vote any corporate stock, either in person or by proxy, with or without power of substitution, except that if the possession of this power as to any security would adversely affect the issuing company or the Trustee's ability to retain or vote such security, the Trustee shall vote such security as directed by the income beneficiary or beneficiaries of the trust in which such security is held.

(6) To unite with the owners of other securities in carrying out any plan for the reorganization of any corporation; to deposit securities in accordance with any such plan; and to pay any expenses which may be required with reference to any such plan.

(7) To hold any asset in the name of a nominee, in bearer form or otherwise, without disclosure of any fiduciary relationship.

(8) To purchase liability and casualty insurance of any kind for the protection of the trust estate, including comprehensive liability insurance.

(9) To determine in a fair and equitable manner, in cases not covered by statute in force at the time of the determination, how receipts and disbursements shall be credited or charged between income and principal; except that if the Trustee receives periodic payments under a contract or plan for the benefit of one or more employees of an employer, any portion of any such payment which is designated by the employer or a trustee under an employer's plan to be income earned after the commencement of payments or the date of my death, whichever event occurs first, shall be treated as income, and in the absence of any such designation a reasonable proportion of such receipts shall be treated as income; and to set aside reasonable reserves for depreciation and depletion.

(10) To collect, pay, contest, compromise or abandon claims of any kind, and to execute instruments containing covenants and warranties creating a charge against any assets held by, and excluding any personal liability of, the Trustee.



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(11) Unless otherwise provided in this instrument, to make payments, distributions and divisions of property in cash or in kind on the basis of fair market values at the time of payment, distribution or division; in so doing, to allot undivided interests in property and to allocate different kinds or disproportionate shares of property or interests therein; to make these and other elections, including elections which the Trustee may make under the tax laws, as the Trustee deems proper without adjustment between principal and income or with respect to disproportionate allocations of net appreciation or depreciation in the value of property, and the Trustee's exercise of any such power shall be binding on all beneficiaries.

(12) To make distributions upon termination of any trust (a) outright to the beneficiary, or to the guardian or conservator of any beneficiary, to a custodian for said beneficiary under any Uniform Gifts to Minors Act, or to his parents or surviving parent or other person standing in loco parentis; and (b) at any time to accept from any such person receipts, releases and acceptances of accounts which shall be binding upon the beneficiary without the approval of any court, but which shall not enlarge or shift the beneficial interest of any beneficiary.

(13) To make joint investments for any two or more trusts hereunder.

(14) To consolidate into a single trust any trust arising under this instrument with any other trust, arising under this or any other instrument, which has the same provisions, beneficiaries and Trustee.

(15) To pay all reasonable expenses of administration, including reasonable compensation to the Trustee and to the persons employed by the Trustee, including agents, investment managers and counselors, auditors, accountants and attorneys. The corporate Trustee is authorized to receive compensation in accordance with its published schedule of fees in effect at the time or times its services are rendered.

(16) To enter into any transaction authorized by this Article with fiduciaries of trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciary is also Trustee hereunder.

(17) With respect to real and tangible personal property not located in the state of administration: if the Trustee is unable to act, to appoint an individual or another corporation as Trustee who (a) shall have all of the powers of the appointing Trustee, to be exercised, however, only with the approval of the appointing Trustee, (b) shall not, unless required by law, make periodic judicial accountings, but shall furnish the appointing Trustee with semi-annual statements; and (c) may delegate any or all trust powers, to the appointing Trustee; to require any Trustee so appointed to remit to the appointing Trustee the income and net proceeds of any sale of any property; and to remove any Trustee appointed pursuant to this subparagraph at any time and to appoint another, including the appointing Trustee.

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E. The foregoing powers may be exercised for a reasonable period after the termination of any trust.

F. No person paying money or delivering any property to the Trustee need see to its application, and no person dealing with the Trustee shall be obligated to inquire into the terms of this instrument or the necessity or expediency of any act of the Trustee.

G. No surety or other security shall be required on any bond furnished by any Trustee in any jurisdiction for any purpose.

H. Any individual Trustee, by notice in writing to the corporate Trustee, may for any period or periods delegate all of his or her powers and duties to the corporate Trustee. Any person may rely on the written certification of a Co-Trustee that the Co-Trustee has the power to act without the concurrence of any other Trustee.

I. No individual Trustee shall participate in the exercise of any discretion concerning payments of income or principal or the making of loans to himself or herself or to any person whom he or she has a legal obligation to support, or possess any incidents of ownership over any insurance policies on the life of such individual Trustee.

J. In the event that there is more than one Trustee acting under this instrument, a majority of the Trustees may take any action authorized by this instrument. If the Trustees are evenly divided, the decision of the individual Trustee shall control. No non-participating or dissenting Trustee shall be liable on account of any action of the participating Trustee, and the dissenting Trustee shall have no liability for participating in or carrying out the acts of the controlling Trustee.

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THIS DECLARATION OF TRUST was signed by me and accepted  
by the Trustee on this 29 day of August, 1936  
at Chicago, Illinois.

Teresita B. Cuajunco  
TERESITA B. CUAJUNCO

ACCEPTED:

Teresita B. Cuajunco  
TERESITA B. CUAJUNCO, as Trustee

Lucida Rita  
LUCIDA RITA, as Trustee

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TERESITA B. CHAJUNCO  
REVOCABLE TRUST  
EXHIBIT A

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1. Cash in the amount of Ten Dollars (\$10.00).

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in

COOK County, Illinois

LOTS 5 AND 6 IN BLOCK 11 IN GEORGE P. NIXON AND COMPANY'S RAPID TRANSIT PARK, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 26 AND THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. # 10-27-231-031 AND 10-27-231-032

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