- I, BRIAN T. WHITLOCK, state and declare: 91621530
- 1. I am an attorney licensed to practice in the State of Illinois.
- 2. On June 1, 1990, I assisted in the preparation of a Revocable Living Trust for the sole benefit of SIMA MARGOLIASH. During her lifetime, SIMA MARGOLIASH is named as the Sole Trustee of said Declaration of Trust. On or about July 25, 1991, I assisted SIMA MARGOLIASH is amending the dispositive provisions of said Declaration of Trust. The amendment did not alter the trustees powers or any of the pages attached hereto.
- 3. The Trustee is authorized by specific provisions of the Trust to transact all business in regard to purchase and sales of real estate securities, bank accounts and all other business transactions of any kind or nature.
- 4. Said Trust is still in force and effect and has not been amended since July of 1991.
- 5. Attached here to and incorporated herein by reference is the Declaration page, the page indicating the order of Trustees and the signature page and notary page of the SIMA MARGOLIASH TRUST DATED JUNE 11, 1990.

I declare under penalty of perjury that the foregoing statements are true and correct and that the trust has not been amended since the original date of its execution.

IN WITNESS WHEREOF, I have set of hand this 25th day of November, 1991, at Western Springs, Illicois.

Brian T. Whitlock, Esq.

STATE OF ILLINOIS

SS.

COUNTY OF COOK

On the 25th day of November, 1991, before me, the undersigned Notary in and for said County and State, personally appeared Brian T. Whitlock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same. Witness my hand and official seal.

Notary Public

STESSED OF Mean

SIMA MARGOLIASH TRUST DATED JUNE 14, 1990

THIS AGREEMENT made and entered into this $\begin{subarray}{c} \bot of June, 1990, between SIMA MARGOLIASH, as Grantor, and SIMA MARGOLIASH, as Trustee, (all trustees hereinafter are collectively referred to as "Trustee"). The Grantor hereby transfers to the Trustee the property listed in Exhibit "A" attached hereto and made part hereof (the "Initial Trust Corpus"). The Trustee hereby acknowledges receipt of the Initial Trust Corpus. The Trustee agrees to hold the Initial Trust Property and any other property which may be received by the Trustee from the Grantor or any other person (hereinafter referred to as the "Trust Estate"), subject to the provisions of this Agreement.$

ARTICLE I: GRANTOR'S RICHT TO AMEND OR REVOKE

The Grantor reserves the right to amend this Agreement, or revoke this Agreement in whole or in part by written instrument (other than a will) and, upon revocation, the Trustee shall deliver to the Grantor all the Trust Estate or the portion thereof to which the revocation relates. This power is personal to the Grantor and shall not be exercised by others, including the Grantor's legal representative.

ARTICLE II: PAYMENTS FOR THE BENEFIT OF A GRANTOR

2.1 <u>During the Grantor's lifetime</u>. The Trustee shall pay to or for the benefit of the Grantor, all of the income and principal from the Trust Estate as the Grantor shall direct, during her lifetime.

shall otherwise be unable to apply such payments to his or her own best interest and advantage, then the Trustee may make all or any portion of such payments in any one or more of the following ways:

- (a) Directly to such beneficiary;
- (b) To the court appointed guardian or conservator of such beneficiary, if any;
- expended by such relative for the benefit of such beneficiary to be ary;
- (d) By expending the same for the benefit of such beneficiary; or
- (a) To a custodian for the beneficiary under the Uniform Transfers to Minors Act.

The receipt of any such distributes shall constitute a full release and discharge to the Trustee upon making such distribution, and the Trustee shall not be obligated to see to the application of any money or property so distributed.

ARTICLE VIII: SUCCESSOR TRUSTEES

8.1 Order of Successors If SIMA MARGOLIASH thall either fail or cease to act as Trustee for any reason, then the Grantor's spouse, EMANUEL MARGOLIASH, shall become Successor Trustee. If the Grantor's spouse shall fail or cease to act as Trustee, for any reason, then REUBEN MARGOLIASH and DANIEL MARGOLIASH, or the survivor of them, shall act as successor Co-Trustees.

ARTICLE IX: TRUSTEE POWERS, RIGHTS AND DUTIES

- 9.1 <u>Powers of Trustee</u>. Any Trustee hereunder shall have the following powers, and any others that may be granted by law, with respect to each trust, to be exercised as the Trustee in his or her discretion determines to be to the best interests of the beneficiaries:
 - (a) To retain any property or undivided interests in property received from any source, including residential property and/or an interest in a closely-held business, regardless of any lack of diversification, risk or productivity, and even though such property is not the kind of property the Trustee would purchase as a trust investment;
 - (b) To invest and reinvest the Trust Estate in bonds, notes, commodities, stocks and other securities of corporations regardless of class, both for cash and on margin, real estate or any interest in real estate, and interests in trusts, including common crust funds, or in any other property or undivided interests in property, wherever located, without being limited by any statute or rule of law concerning investments by Trustees;
 - (c) To sell any trust property, for cash or on credit, at public or private sales; to exchange any trust property for other property; to grant options to purchase or acquire any trust property; and to determine the prices and terms of sales, exchanges, and options;
 - (d) To operate, maintain, repair, rehabilitate, alter,

improve or remove any improvements on real estate; to make leases and subleases for terms of any length, even though the terms may extend beyond the termination of the trust; to subdivide real estate; to grant easements, give consents and make contracts relating to real estate or its use; to release or dedicate any interest in real estate;

- (e) To borrow money for any purpose, either from the banking department of a corporate Trustee or from others, and to mortgage or pledge any trust property, even though the obligation may extend beyond the termination of the trust;
- (f) To employ and pay such attorneys, auditors, accountants, investment advisors, depositories, agents or others as may be necessary or desirable for the proper administration of the Trust Estate and to employ agents with or without discretionary powers to exercise in person or by proxy all voting and other rights with respect to stocks or other securities; and to keep any property in bearer form or in the name of a trustee or a nominee, with or without disclosure of any fiduciary relationship;
- (g) To determine in accordance with the law of Illinois in effect at the time of the determination, or in an equitable manner in those cases not then clearly covered by that law, the allocation or apportionment of all receipts and disbursements between income and principal, provided, however, that:
 - 1. Any interest or dividend received by the

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Trustee on any security held hereunder, which is accrued and unpaid at the time of the delivery of such security to the Trustee shall be considered as income;

- 2. In the case of securities purchased at either a discount or a premium, such amounts shall be amortized and currently credited to or charged against income; and
- 3. Any stock dividend or subscription right which may be declared upon or issued in connection with any stock constituting a portion of a trust shall be considered as principal and not as income.
- To take any action with respect to conserving or (h) realizing upon the value of any trust property, and with respect to foreclosures reorganizations or other changes affecting the trust property, and, without limiting the generality of the foregoing, to consent to reorganization, consolidation or readjustment of the financial structure or sale of the assate of any corporation or other organization, the securities of which constitute a portion of a trust, and to take any action with reference to such securities which, in the opinion of the Trustee, is necessary to obtain the benefit of any such reorganization, consolidation, readjustment or sale; to exercise any conversion privilege or subscription right given to the Trustee as the owner of any security constituting an asset of the Trust Estate; to accept and hold as an asset of the Trust Estate the securities resulting from any such

reorganization, consolidation, readjustment, sale, conversion or subscription;

- (i) To pay all costs, taxes, expenses and charges in connection with the administration of a trust including reasonable compensation to the Trustee; to collect, pay, contest, compromise or abandon demands of or against the Trust Estate of any kind; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the Trust Estate, and containing provisions excluding personal liability of the Trustee;
- (j) To receive additional property from any source and add it to the Trust Estate:
- (k) To enter into any transaction authorized by this Article with trustees, executors or administrators of other trusts or estates in which any beneficiary has any interest, even though any such trustee or representative is also trustee under this instrument; and in any such transaction to purchase property, or make loans on notes secured by property to any person, including any beneficiary, even though similar or identical property constitutes all or a large proportion of the balance of the Trust Estate, and to retain any such property or note with the same freedom as if it had been an original part of the Trust Estate;
- (1) To make any payment, distribution or division of the Trust Estate in cash or in kind or both, on the basis of

fair market values at the time of payment, distribution or division, and in doing so, to allot undivided interests in property and to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or trusts, and to determine the value of any such property; to make these elections and other elections which the Trustee may make under the tax laws, as the Trustee deems proper without adjustment between principal and income and the Trustee's exercise of any such power shall be binding on all beneficiaries;

- (m) To continue to exercise any powers and discretion for a reasonable period after the termination of the trust, but only for so long as no rule of law relating to perpetuities would be violated;
- (n) To establish out of income and credit to principal reasonable reserves for the derrectation of tangible property;
- (o) To purchase liability and casualty insurance of any kind for the protection of the Trust Estate, including comprehensive liability insurance;
- (p) To purchase life and/ or disability insurance on the life of the Grantor or any other person; and
- (q) To do all other acts which in the judgment of the Trustee are necessary or desirable for the proper and advantageous management, investment and distribution of each trust.

this instrument is ONE HUNDRED THOUSAND (\$100,000) DOLLARS or less, the Trustee may in its discretion distribute that trust, as then constituted, to the beneficiary or beneficiaries, at that time, entitled to the current income, and if there is more than one beneficiary, in the proportions in which they are beneficiaries. However, if there is more than one beneficiary to whom the current income of any trust could then be paid, and if their interests are indefinite, then to such of the income beneficiaries who are descendants of the Grantor, per stirpes, and such trust shall thereupon terminate, notwithstanding any provision herein to the contrary.

11.10 Name of Trust. This trust shall be known as the SIMA MARGOLIASH TRUST DATED JUNE H, 1990.

IN WITNESS WHEREOF this Trust Agreement has been executed by the Grantor and Trustee on the data first above written.

/S/SIMA MARGOLIAN
SIMA MARGOLIASH, GRANTOR
/1/SIMA PLARCOLIASH
SIMA MARGOLIASH, TRUSTEE

The foregoing instrument was acknowledged before me on June 沙, 1990 by SIMA MARGOLIASH.

15/ BRIAN T. WHITLOCK NOTARY PUBLIC

LEGAL DESCRIPTION

Lot 31 and the North 1/2 of Lot 30 in Block 2 in Sickel and Jufmeyer's addition to Lane Park, a subdivision of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 3618 North Greenview, Chicago, TL 60613 Permanent Parcel No. 14-20-120-022-0000 Coot County Ch

THIS INSTRUMENT WAS PREPARED BY:

Brian T. Whitlock Attorney at Law 3820 Johnson Ave. Western Springs, IL 60558

(708) 246-9569

AFTER RECORDING PLEASE MAIL TO:

Brian T. Whitlock Attorney at Law 3820 Johnson Ave. Western Springs, IL 60558

(708) 246-9569

