

AGREEMENT

IN CONSIDERATION OF the mutual covenants and promises set forth herein made March 15, 1991, by and between Clifford Wener and Bonnie Wener, through their attorneys, MAGES & PRICE, they agree as follows:

1. Upon the sale of their home located at 209 Westmoreland Drive, City of Wilmette, County of Cook, State of Illinois, with the following legal description,

Lot 55, in Hollywood in Wilmette the result of part of W. 1/2 of lot 29 of C. Clark's Div of the E 1/2 of S.W. 1/4 of Sec. 32-42-13

or any other home which they may be occupying as their principal residence, the proceeds of such sale subject to any mortgage or other encumbrance and all unpaid real property taxes and special assessments which are a lien on the house, shall be distributed to the trustee named herein, in trust, with Clifford Wener and Bonnie Wener of 209 Westmoreland Drive, City of Wilmette, County of Cook, State of Illinois, or the survivor of them, as trustor or trustors, to be held and administered on the following terms:

- A. The trustee shall pay the net income from the trust to Clifford Wener and Bonnie Wener, or their survivor, until his or her death.
- B. Trustee shall have the power, in trustee's absolute discretion, to pay or apply for Clifford Wener and Bonnie Wener, or their survivor, as much of the trust principal as trustee deems necessary for health care,

education, support, and maintenance during their lifetime. The discretion of trustee shall be exercised liberally in favor of Clifford Wener and Bonnie Wener, or their survivor, it being their intention that they shall have, in addition to the necessities, a reasonable number of the luxuries of life.

C. On the death of the survivor of Clifford Wener and Bonnie Wener:

1. If either Matthew Korbakes of 209 Westmoreland Drive, City of Wilmette, State of Illinois, or Tamra Wener of 214 Alpine, City of Vernon Hills, State of Illinois, or Maureen Wener of 214 Alpine, City of Vernon Hills, State of Illinois, is then under twenty-one (21) years of age, the trust shall continue, on the following terms:

a. Trustee shall pay to Matthew Korbakes and Tamra Wener and Maureen Wener as much of the trust income and principal as trustee, in trustee's absolute discretion, determines necessary for their support, maintenance, education (including college and professional education), and health care. Such payments may be made in unequal amounts. Payments made pursuant to this provision shall not be charged against the distributive share of any person on termination of this trust. Any income not expended as

provided herein shall be accumulated and added to trust principal.

b. This trust shall terminate on the date when neither Matthew Korbakes nor Tamra Wener nor Maureen Wener are under twenty-one (21) years of age. On such termination, the trust property, including accumulated and undisbursed income, shall vest in and be distributed in the following manner: one-half interest to Matthew Korbakes and one-quarter interest to each Tamra Wener and Maureen Wener.

2. If neither Matthew Korbakes nor Tamra Wener nor Maureen Wener is then under twenty-one (21) years of age, the trust property, including undisbursed income, shall vest in and be distributed in the following manner: one-half interest to Matthew Korbakes and one-quarter interest to each Tamra Wener and Maureen Wener.

D. On the termination of the trust herein, if neither Matthew Korbakes nor Tamra Wener nor Maureen Wener are living, the trust property and undistributed accumulated income shall vest in and be distributed one-half to each of Clifford Wener's and Bonnie Wener's heirs at law as if he or she had survived the termination of such trust, and then died, determined as of the date of such termination and according to the laws of the State of Illinois then in force

respecting intestate succession.

E. Except as otherwise provided, the following provisions shall apply to the trust:

1. In exercising the discretion granted with respect to the trust herein, trustee may take into consideration other income or other resources known by trustee to be available to the beneficiary or beneficiaries receiving payments. Trustee may accept as final and conclusive the written statement of the beneficiary receiving payment as to other income or other resources.
2. When any beneficiary entitled to receive payments is a minor, or, in the absolute judgment of trustee, is mentally or physically incompetent (irrespective or whether legally so adjudicated), trustee may, in trustee's absolute discretion, expend or apply any such payments for the benefit of such beneficiary, or, in case of a minor beneficiary, may make such payments to the parents of the beneficiary, or to the person or persons with whom such beneficiary then resides.
3. The proceeds from the sale or transfer (other than a leasing or letting) of any part of the trust property shall be for the account of trust principal. Bonds or other obligations bearing no stated interest shall constitute income, when sold or redeemed, to the extent of the profit realized

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by trustee.

4. Until trustee receives written notice of any birth, death, marriage, or other event on which the right to receive payments from the trust estate may depend, trustee shall incur no liability for disbursements of principal or income made in good faith to any person whose interest may have been affected by that event.
5. In making any division or distribution of the property of the trust hereunder, trustee is authorized in trustee's absolute discretion, to make such division or distribution among the respective beneficiaries at such valuation as trustee shall deem fit and proper, and in trustee's absolute discretion may distribute the trust property in cash or in kind to the beneficiary or beneficiaries then entitled to receive any part or all of such trust estate. Trustee is further empowered to sell such portion or portions of all of such trust estate and to take such other steps as may be necessary or proper in trustee's absolute discretion to effect any such division or distribution.
6. In handling the trust estate, trustee shall have the power:
 - a. To manage, invest, and reinvest the trust property without regard to lack of

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diversification; to sell, convey, exchange, lease without limit as to term, lease for exploration for and removal of minerals, oil, gas and other hydrocarbons; to borrow money, including borrowing from trustee and to mortgage, convey in trust, pledge, or otherwise hypothecate and encumber the trust property; to grant options; to vote stock or stock of trustee; to join in corporate reorganizations, consolidations and mergers; and, to do and perform any and all other acts and things deemed by trustee necessary or advisable in the management of the trust estate that may be done by an absolute owner of property. Trustee's powers shall be cumulative and in addition to the powers conferred on trustee by law. The enumeration herein of trustee's powers shall not be construed as a limitation, it being their intent that at no time shall trustee be prevented through lack of an express power from taking any action in connection with the trust estate which trustee may deem expedient.

- b. To acquire, except as prohibited by law, every kind of property, real, personal or mixed, and every kind of investment specifically including, but not by way of limitation, corporate obligations of every kind, and

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stocks, preferred or common, including investment in common trust funds.

- c. To continue to hold any and all property received by trustee or subsequently added to the estate, or acquired by the trust estate pursuant to proper authority, including trustee's stock, so long as trustee exercises the judgment and care under the circumstances then prevailing which persons of ordinary prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income therefrom as well as the probable safety of their capital.
- d. To allocate receipts and disbursements to principal or income as trustee deems appropriate. In determining allocations between principal and income, all such allocations made by the trustee in good faith shall be conclusive.
- e. As to property held at any time or from time to time as an asset of any trust hereunder, trustee shall not charge any depreciation to income. The cost of improvements shall not be amortized and no part of such improvements shall be charged to income. The cost of

ordinary repairs shall be charged to income and the cost of extraordinary repairs shall be charged to principal.

F. Unless sooner terminated as otherwise provided in this instrument, the trust created hereby shall fully cease and terminate 21 years after the death of the last survivor of Clifford Wener, Bonnie Wener, Matthew Korbakes, Tamra Wener, and Maureen Wener living on the date this trust instrument becomes effective. On such termination, the entire principal of the trust estate, together with any undistributed income therefrom, shall vest in and be distributed to the persons entitled to take under the provisions of the trust.

G. I appoint Mark Wener and Alan Fine cotrustees of the trust herein created to serve without bond. On the resignation, removal, incompetency, or death of both original cotrustees, Harris Trust and Savings shall become the successor trustee on its written acceptance of the duties of trustee hereunder. On the resignation of the corporate trustee, those to whom notice of resignation is to be given shall designate a successor trustee by written notice to the resigning trustee within 30 days after receipt of the notice of resignation. In the event a successor trustee shall not be so designated, the resigning trustee shall have the right to appoint a successor

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trustee, or the resigning trustee or any beneficiary of this trust may secure the appointment of a successor trustee by a court of competent jurisdiction, at the expense of the trust estate. The resigning trustee shall transfer and deliver to the successor trustee the then entire trust estate and shall thereupon be discharged as trustee of this trust. The resigning trustee shall thereupon have no further powers, discretions, rights, obligations, or duties with respect to the trust estate. All such powers, discretions, rights, obligations, and duties of the resigning trustee shall inure to and be binding upon such successor trustee.

- H. Trustee, or any successor, may resign at any time on giving written notice 30 days before such resignation shall take effect to trustor or trustors or, after the death of the last trustor, to all adult beneficiaries and to the guardians, conservators, or other fiduciaries of the estates of any minor or incompetent beneficiaries who may then be receiving or who are entitled to receive income hereunder.
- I. This trust shall be irrevocable and shall not be revoked or terminated by trustor or any other person. Nor shall this trust be amended or altered by trustor or any other person.
- J. The compensation of trustee, and of any successor trustee or cotrustee, shall be agreed on by trustor

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and trustee. However, such compensation may be changed from time to time by subsequent agreement between trustor and trustee. In default of any agreement as to trustee's compensation, the compensation of trustee, and of any successor trustee or cotrustee, shall be that allowed under the laws of the State of Illinois then in effect.

2. This agreement shall become irrevocable and shall not be revoked or terminated by any person upon the death of Clifford Wener or Bonnie Wener, whichever occurs first. At such time, this agreement shall not be amended or altered by any person. Until such time of the date of the first to die of Clifford Wener and Bonnie Wener, this agreement may be waived by mutual agreement by and between Clifford Wener and Bonnie Wener.

IN WITNESS WHEREOF, Clifford Wener and Bonnie Wener have executed this agreement at 555 Skokie Boulevard, Suite 595, Northbrook, Illinois, the day and year first above written.


Clifford Wener


Bonnie Wener

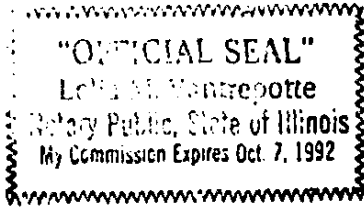

Witness

On this 15th day of March, 1991, before me personally appeared Clifford Wener and Bonnie Wener to me known and

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acknowledge the agreement set out above as their act and deed, after same was read by them and there stated that they fully understood said agreement.



Lelia M. Ventrepotte
Notary Public

THIS DOCUMENT PREPARED BY:
MAGES & PRICE
Attorneys at Law
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Northbrook, Illinois 60062
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COOK COUNTY RECORDER

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*22/03/91
Lelia M. Ventrepotte*