GRANTORS' QUIT-CLAIM DEED INTO REVOCABLE TRUST; RESIDENCE SITUATED AT 406 FLINTLOCK COURT, NASHVILLE, TN 37217; CERTIFICATION OF TRUST EXISTENCE; EXEMPT FROM PLAT ACT.

Karen Y Johnson Davidson County
Batch# 144631 DEEDQC
09/25/2018 08:26:19 AM 11 pgs
Fees: $57.00 Taxes: $0.00
20180925-0094655

Love & Affection for Sole Consideration.

Recording Requested By;
Return Tax Notice To:
Jill I. and James R. Lutz
208 N. Parkside Road
Normal, IL 61761

Deed Prepared By;
Return Recorded Deed to:
Paul A. Meints, Esq., CLU, ChFC
2 Kenyon Court
Bloomington, IL 61701-3320

Map-Parcel No.: 135-16-0B-00200 CO

QUIT-CLAIM DEED INTO GRANTORS' REVOCABLE TRUST

The **Grantors, JAMES R. LUTZ and JILL H. LUTZ**, Husband and Wife, Pursuant to Warranty Deed recorded June 29, 2018 as File 20180629-0063053, for and in consideration of (i) the **LOVE AND AFFECTION BY AND FOR ONE ANOTHER,** (ii) the desire of the parties to **avoid probate and public disclosure** of assets and property, and (iii) the desire to **preserve assets for the survivor, Jill's Children, and Grandchildren,** hereby **QUIT-CLAIM, CONVEY, TRANSFER, ASSIGN, and RELEASE** the Grantors' Interest in the property described in Appendix "A" **unto** JAMES R. LUTZ and

JILL I. LUTZ as Co-Trustees of "***The JAMES R. LUTZ AND JILL I. LUTZ JOINT TENANCY TRUST DATED SEPTEMBER 19, 2018***", said grantor trust being a "*joint revocable living trust*" created for "*estate planning purposes*", all interests of JILL H. LUTZ (being one and the same as "Jill I. Lutz") and JAMES R. LUTZ, in real estate in the County of DAVIDSON and the State of TENNESSEE, more particularly described in **APPENDIX "A"**, attached hereto and incorporated by reference.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said premises or any part thereof, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, upon any terms and for any period or periods of time, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee or his successor in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of the Trust have been complied to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease, or other instrument, (a) that at the time of the delivery thereof the Trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all title, estate rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

JAMES R. LUTZ and JILL I. LUTZ RETAIN PERSONAL LIABILITY FOR AND ACCEPT FIDUCIARY RESPONSIBILITY FOR THE TIMELY PAYMENT OF ALL EXISTING DEBTS, LIENS, AND ENCUMBRANCES AGAINST the property more particularly described in Appendix "A".

Excluded from Plat Act Requirements: ***This Deed does not represent any type of division of an existing parcel of land.***

As (i) Trustees of the Revocable Living Trust, (ii) the Grantors herein, and (iii) the sole current revocable trust beneficiaries, In Witness Whereof, the undersigned Owners/Trustees/Beneficiaries, JAMES R. LUTZ and JILL I. LUTZ, have hereunto set their hand and seal on September 19, 2018.

JAMES R. LUTZ, Owner **JILL I. LUTZ, Owner**

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **JILL I. LUTZ and JAMES R. LUTZ,** 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 each signed, sealed and delivered the said instrument as each person's free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal on September 19, 2018.

Notary Public

OFFICIAL SEAL
PAUL A MEINTS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/18/18

On September 19, 2018, this Deed was Received By:

JAMES R. LUTZ, Trustee

JILL I. LUTZ, Trustee

APPENDIX "A"

Legal Description
For Vested or Contingent Interest in Real Estate
Of
JILL H. LUTZ & JAMES R. LUTZ
Situated in DAVIDSON COUNTY, TENNESSEE

406 Flintlock Court, Nashville, TN 37217:
Land in Davidson County, Tennessee, being Unit No. 2, on the plan of Woodridge at Nashboro Village, a Planned Unit Development, according to plan of record in Instrument No. 20021120-0143949, Registers Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description of said property, TOGETHER WITH, all rights and interests of the First Party/Grantor, IF ANY, in and to any and all streets, roads, easements and rights-of-way, strips and/or gores adjoining or abutting said premises.

Deed History: File No. 20180629-0063053.

PIN: 135-16-0B-00200 CO

APPENDIX "B"

Pages 1, 3, 5, 8, 10, 18, 19 of "Lutz Joint Tenancy Revocable Trust"

TRUST SUMMARY / CERTIFICATE OF TRUST EXISTENCE

THE
JAMES R. LUTZ AND JILL I. LUTZ
JOINT TENANCY TRUST
DATED SEPTEMBER 19, 2018

We, JAMES RICHARD LUTZ and JILL IRENE HAMILTON CRAIN LUTZ, [being the Settlors/Grantors, Sole Beneficiaries, and Co-Trustees], have transferred ten dollars ($10.00) to ourselves as trustees. This money and any other assets received by the trustee (the "*trust estate*") shall be held in trust subject to the provisions of this instrument.

Article 1
Introduction

1.1 **Family**. Each of us was married previously and each of us has children from our earlier marriage. We were **married** to each other **on June 18, 2011 in Oregon, IL JAMES R. LUTZ** is sometimes referred to as "***husband***" and **JILL I. LUTZ** is sometimes referred to as "***wife.***" The first to die of us shall be referred to as the "*deceased spouse*," and the survivor shall be referred to as the "*surviving spouse*."

Jim's parents have died. Jim's brother is Jack Lutz and Jim's sister is Claudia Lutz Cumsky. Jill's mother is Normalu Hamilton Brooks and Jill's two brothers are Blake Hamilton and Stanton Hamilton.

Jim has three children: **Daniel M. Lutz, Elizabeth S. Lutz, and Susan A. Lutz**. Daniel, Elizabeth, and Susan and their descendants are each an **"excluded" beneficiary for property distribution and the sharing of information** and shall not be considered an "interested person" under Illinois law. Jill has three children: **Megan L. Crain, Allison R. Crain, and Mitchell S. Crain**. Megan, Allison, and Mitchell are not excluded. Any After-born children of Megan, Allison, and Mitchell are automatically included as family and trust beneficiaries.

1.2 **Name of Trust**. The name of this trust, as amended at any time and from time to time, shall be the "***JAMES R. LUTZ AND JILL I. LUTZ JOINT TENANCY TRUST***", the "*Jill and Jim Lutz Joint Trust*", the "*James and Jill Lutz Family Trust*", the "*Jill and James Lutz Tenants by the Entirety Residential Preservation Trust*" or such other name as may be selected by the Settlors' attorney to describe this Trust. For the purpose of transferring property to our trust, or identifying our trust in any beneficiary or "*payable-on-death*"/"*transferable-on-death*" (POD/TOD) designation, any description referring to our trust shall be effective if it reasonably identifies our trust. Any description that contains (i) the date of our trust, (ii) the name of at least one initial or successor Trustee, and (iii) an indication that the Trustee is holding the trust property in a "fiduciary capacity" shall be sufficient to reasonably identify our trust.

TRUST SUMMARY / CERTIFICATE OF TRUST EXISTENCE

1.7 **Assignment, Transfer, and Conveyance of All Owned Property To This Trust. JAMES R. LUTZ and JILL I. LUTZ, each** assigns, conveys, grants, quit-claims, **transfers, releases, and delivers to the Trustee** the property described in **(1)** the attached **Declaration of Trust Ownership, (2)** the attached **Bill of Sale**, each incorporated by reference and made a part hereof, and (3) all property in Tennessee and Illinois, incorporated herein by reference. All such property together with all later investments and additions shall be referred to as **the "Trust Estate**." By acceptance of this instrument, the Trustee agrees to administer such trust estate in accordance with the terms of this instrument. It is Settlors' intent and direction that the Declaration of Trust Ownership fully funds Settlors' trust without involving the transfer of property through a "pour-over" will or formal ownership changes.

JAMES R. LUTZ **JILL I. LUTZ**

1.9 **Estate, Gift, and Generation Skipping Tax Exemptions in 2018.** The "2017 Tax Cuts and Jobs Act" provides each of us an estate tax exclusion of approximately $11,180,000 for 2018, this amount being adjusted for inflation and being "portable". Settlor also understands that Illinois provides for a non-indexed exemption of $4,000,000 for persons dying after January 1, 2013. **Settlors' estates are "modest" and believed to be without death tax obligations of any kind.**

Settlors acknowledge that (i) additional "revenue" is necessary at all levels of government and (ii) "wealth redistribution" is anticipated to receive additional consideration in the years ahead. *Each Settlor expressly grants to each designated attorney and to any "neutral" advisor, attorney or trustee to* ***amend, reform, decant, or change the terms of this document****, with or without court approval, to better utilize the new(er) federal and/or state legislation in any manner deemed appropriate for family members benefit, enjoyment, and protection.*

1.10 **Life Insurance**. The life insurance on Jim's life shall pass according to the beneficiary designation in place at the time of his death. The life insurance on Jill's life shall pass according to the beneficiary designation in place at the time of her death. The parties wish to have this joint trust as the beneficiary designation for insurance and retirement plan benefits. Jim and Jill understand that a policy on Jim's life is 'key-man" insurance.

1.11 **Doctrine of Election**. The common law Doctrine of Election applies with equal force to this trust that serves as a will substitute as it does to wills themselves and it applies to both "probate" and "non-probate" assets and distributions. A beneficiary of Settlor's property may not accept property or benefits while pursuing any right or claim which would defeat or prevent the full operation of Settlor's estate plan.

1.12 **IRA's – Qualified Retirement Plan Benefits – Annual Income to Survivor – Single Beneficiary Conduit/"Stretch" Sub-trust.** The agreement of Jim and Jill is for Jim's retirement benefits to be paid to or for the benefit of the surviving spouse and, if none, then to the

3.3 **Accumulation of Excess Income.** Any income not paid in each year and any income not paid at the death of the first of us to die shall be added to principal.

3.4 **Determination of Incapacity – Family Committee. The decision as to determining inability of one person to fully function as Trustee shall be made by a Committee consisting of (i) the able spouse or his/her designee, (ii) ALLISON R. CRAIN, (iii) MITCHELL S. CRAIN, and (iv) MEGAN L. CRAIN or her designee.** Each Settlor authorizes all health care providers who may have provided, or be providing one or both of us with any type of health care (physical and mental), to disclose all direct or protected health information (HIPAA/PHI) to each member of the Committee. If, in the Committee's sole and absolute judgment, Settlor is so incapacitated by reason of illness, age, or other cause that Settlor is incapable of expending funds for Settlors' own use and benefit or is unavailable to give prompt attention to Settlors' financial affairs, Settlors' Successor Trustee(s) may use so much of the net income and principal of the trust estate as Trustee deems necessary or advisable for the support, maintenance, health, and welfare of Settlor. Any income not so used shall be accumulated and added to principal from time to time. If the Settlor is determined under this paragraph to be unable to manage his/her affairs then Settlor shall be deemed to have resigned as Trustee.

3.5 **Continued Stay in Home**. Each of us intends that he/she shall not, without his/her prior written consent (which consent may be granted by an agent under a durable power of attorney for health care), be transferred to a nursing home, convalescent home, sanitarium, or home for the aged at any time (except for temporary periods following or in conjunction with hospitalization for emergency or essential medical care). Each of us directs the Trustees to maintain our primary personal residence for the benefit of each person, or if prior written consent is obtained, expenses of a clean and well-run nursing home or acute care facility and to provide the Settlor best medical care and attention possible.

Article 4
Gift on Death of Deceased Spouse

4.01 On the death of the deceased spouse, **the surviving spouse shall become the owner of the Trust Estate**, similar in manner to "*joint tenancy with right of survivorship property*". The attorney for the Trust is authorized to rename this trust in the name of the survivor. **At the survivor's death** the remaining Trust Estate shall be distributed to or for the benefit of Jill's **children and grandchildren, per stirpes**, pursuant to a three year "transition trust" in the manner set forth in **Paragraph 1.4.**

4.02. **Charitable Distributions and Remembrances**. The Trustee is authorized, but not directed, to make charitable contributions in an amount, nature, and manner which My Trustee, at his or her total discretion, feels is appropriate. The Trustee is further authorized to make such charitable contributions in a manner that enables one or more of Jill's children to obtain an income tax deduction.

TRUST SUMMARY / CERTIFICATE OF TRUST EXISTENCE

8.2 **Individual Trustee Succession**. Each acting individual trustee (unless limited in the instrument in which the trustee was designated) may, by signed instrument filed with the trust records, (a) designate one or more individuals or qualified corporations to act with or to succeed the trustee consecutively or concurrently, in any stated combination and on any stated contingency, and (b) amend or revoke the designation before the designated trustee begins to act.

8.3 **Sole Trustee With Reasonable & Prompt Disclosure to Interested Beneficiaries**. **If Jim is unable to serve as Trustee then Jill shall be the sole trustee. If Jill is unable to serve as Trustee then Jim shall be the sole trustee.** While either person is serving as sole trustee MEGAN L. CRAIN, ALLISON R. CRAIN, and/or MITCHELL S. CRAIN may request an informal accounting or report describing the property, income, and expenses of the Trust within 21 days of making such request. If two or more object to the actions taken or lack thereof then the attorneys set forth in 11.10 shall determine an appropriate course of action and the selection of an appropriate trustee, said decision to be binding on all parties.

JAMES R. LUTZ **JILL I. LUTZ**

8.4 **Shared Lifetime Family Involvement as Trustee(s)**. If at any time no trustee is acting and no designated trustee is able and willing to act, then the first of the following who is able and willing to act shall be trustee:

(a) **ALLISON R. CRAIN,** or her designee, in whole or in part;
(b) **MITCHELL S. CRAIN** or his designee, in whole or in part;
(c) **MEGAN L. CRAIN,** or her designee, in whole or in part; alternatively
(d) **HEARTLAND BANK & TRUST**; alternatively
(e) **BUSEY BANK**

In the event that (i) the persons named in this Article are unable or unwilling so to serve or delegate or (ii) if any person named in Paragraph 1.1 objects to the actions or lack thereof of a person serving as Trustee, I authorize **Paul A. Meints** or his designee, in whole or in part, alternatively an attorney selected by the majority of Jill's children select a Trustee to serve as Our Trustee and Personal Representative.

8.5 **Post Death Trustee Designation**. At the survivor's death, **ALLISON R. CRAIN** or her designee, alternatively **MITCHELL S. CRAIN** or his designee, alternatively MEGAN L. CRAIN or her designee, alternatively **HEARTLAND BANK & TRUST,** alternatively **BUSEY BANK** shall become the Trustee.

Settlors are aware that having a child serve as trustee creates a "conflict of interest" under trust law principals and that "self-dealing" may be involved. Settlors are also aware that a child serving as an agent in a power of attorney also involves potential fiduciary obligations. Settlor's waive these theories of conflicts of interest, self-dealing, and fiduciary related actions as they apply to the trustees named herein. The duty of undivided loyalty shall not apply unless the Trust

9.5 **Notice**. If a beneficiary is under legal disability, the trustee shall give any notice or accounting to the beneficiary's personal representative, if any, and if none, to a parent of the beneficiary, if any, and if none, to any person who the trustee believes has demonstrated concern for the interest of the beneficiary. That person may sign any instrument for the beneficiary.

9.6 **Delegation to Co-Trustee**. Any individual trustee may delegate any or all of that trustee's powers and duties to a co-trustee, including check writing and the payment of appropriate expenses, except that no trustee shall be permitted to delegate any discretion with respect to the distribution of income or principal to a beneficiary. Any delegation may be for a definite or indefinite period and may be revoked by the delegating trustee. Any delegation or revocation shall be in writing, signed by the delegating trustee, and delivered to the co-trustee to whom the delegation is made. Any person or institution may rely on the written certification of a co-trustee that the co-trustee has the power to act without concurrence of any other trustee, provided, however, that the co-trustee shall attach to the written certification a copy of the instrument by which the powers and duties have been delegated.

9.7 **Compensation**. The trustee shall be entitled to reimbursement for expenses and to reasonable compensation.

9.8 **Determinations by Trust Attorney**. The Trust Attorney's reasonable determination of any question of fact shall bind all persons.

9.9 **Third-Party Dealings; Certification of Trust Existence**. The trustee's certification or attorney's certification that the trustee is acting according to this instrument shall protect anyone dealing with the trustee. No one need see to the application of money paid or property delivered to the trustee.

9.10 **Exoneration of Trustee.** Any individual trustee acting in good faith shall not be liable for any act or omission. No trustee shall be liable for any act or omission of another trustee.

9.11 **Bond**. No trustee need give bond, surety, or incur other expense to qualify before or account to any court.

9.12 **Powers of Successor Trustee**. Unless expressly limited, each successor trustee shall have all the titles, powers, duties, discretions, and immunities of the original trustee.

Article 10
Trustee Powers

In addition to all powers granted by the **Illinois Trusts and Trustees Act** (760 ILCS 5/4 et seq.) and the **Tennessee Uniform Trust Code**, the trustee shall have the following powers, to be exercised in a fiduciary capacity:

13.5 **Per Stirpes**. Whenever assets are to be allocated for or distributed to the descendants of a person "per stirpes," those assets shall be divided into equal shares, one such share for each then living child of that person and one such share for each deceased child of that person who has a descendant then living. Any such deceased child's share shall then be allocated for or distributed to that child's descendants per stirpes in accordance with the preceding sentence and this sentence.

13.6 **Duplicate Originals**. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Any person may rely upon a copy of this agreement certified to be a true copy by the Trustee or Settlor's Attorney, to the same effect as if it were the original.

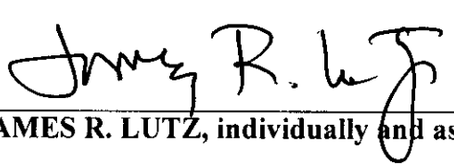
13.7 **Reliance Upon Affidavit or Certification of Trust**. From time to time, third parties may require documentation to verify the existence of this trust agreement, or particular provisions of it. To protect the confidentiality of this trust, my Trustee or the Trust's Attorney may use an affidavit or a certification of this trust that identifies the Trustee and sets forth the authority of my trustee to transact business on behalf of my trust in lieu of providing a copy of this agreement. **Providing a Certificate of Trust Existence is a full waiver of any liability to the document's recipient for relying solely on its terms and statements.**

A person or entity who acts in reliance on a certification of trust without knowledge that the representations contained in the certification are incorrect is not liable to any person or entity for so acting and may assume without inquiry the existence of the facts contained in the certification. **A person who in good faith enters into a transaction in reliance on a certification of trust may enforce the transaction against the trust property as if the representations contained in the certification were correct.** A person making a demand for the trust instrument in addition to a certification of trust or excerpts is liable for damages if the court determines that the person did not act in good faith in demanding the trust instrument.

Article 14
Captions and Context of Terms

Captions shall have no impact or meaning as to the terms of this instrument. Singular and plural and masculine, feminine, and neuter shall be interchangeable as required or permitted in the context of this instrument.

Signed and agreed on September 19, 2018 at Normal, Illinois.



JAMES R. LUTZ, individually and as trustee

TRUST SUMMARY / CERTIFICATE OF TRUST EXISTENCE

JILL I. LUTZ, individually and as trustee

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

On September 19, 2018, **JAMES R. LUTZ** personally appeared before me and acknowledged that this instrument was executed as his free act and deed.

Notary Public

OFFICIAL SEAL
PAUL A MEINTS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/18/18

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

On September 19, 2018, **JILL I. LUTZ** personally appeared before me and acknowledged that this instrument was executed as her free act and deed.

Notary Public

OFFICIAL SEAL
PAUL A MEINTS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/18/18

DECLARATION & AFFIRMATION OF TRUST OWNERSHIP

We, **JAMES R. LUTZ and JILL I. LUTZ,** hereby declare that, solely as a Trustee of and for the benefit of the ***JAMES R. LUTZ AND JILL I. LUTZ JOINT TENANCY TRUST*** and pursuant to the provisions of said trust agreement, the undersigned is now holding and will hold, solely and exclusively for and in behalf of said trust, the following:

1. Any and all properties of all kinds, whether presently owned or hereafter acquired (regardless of the means by which acquired), including without limitation:
   a. Bank accounts (checking, savings, certificates of deposit, etc.),
   b. Mutual and money market funds of all kinds,
   c. Securities (stocks, bonds, municipals, treasury bills, notes receivable, annuities, etc. including Lutz Corporation),
   d. Real estate wheresoever located (mortgages, land contracts, leaseholds, mineral interests, etc.), including all interests in residential real estate situated in McLean County, at 406 Flintlock Court, Nashville, TN, and ***any after acquired real estate***]