APPENDICES

APPENDIX A - 1

SUPREME COURT OF ILLINOIS

SUPREME COURT BUILDING
200 East Capitol Avenue
SPRINGFIELD, ILLINOIS 62701-1721

CYNTHIA A. GRANT
Clerk of the Court

(217) 782-2035
TDD: (217) 524-8132

April 26, 2024

FIRST DISTRICT OFFICE
160 North LaSalle Street, 20th Floor
Chicago, IL 60601-3103
(312) 793-1332
TDD: (312) 793-6185

Lyle Roger Harrison
1223 Allen Street
Manitowoc, WI 54220

In re: Harrison v. Broch
123568

Today the following order was entered in the captioned case:

Motion by Petitioner, *pro se*, to reconsider denial of motion for leave to file a petition for an original writ of mandamus. Denied.

Order entered by the Court.

Holder White, J., took no part.

Very truly yours,

Cynthia A. Grant

Clerk of the Supreme Court

cc: Attorney General of Illinois - Civil Division
Charles R. Zalar
Christa S. Helmuth
Craig William Runyon
Evan Gregg Safran Siegel
Jane Marie May
Jon Lucas McNeill

APPENDIX B - 2

SUPREME COURT OF ILLINOIS

SUPREME COURT BUILDING
200 East Capitol Avenue
SPRINGFIELD, ILLINOIS 62701-1721

CAROLYN TAFT GROSBOLL
Clerk of the Court

(217) 782-2035
TDD: (217) 524-8132

May 30, 2018

FIRST DISTRICT OFFICE
160 North LaSalle Street, 20th Floor
Chicago, IL 60601-3103
(312) 793-1332
TDD: (312) 793-6185

Lyle Roger Harrison
1223 Allen Street
Manitowoc, WI 54220

In re: Harrison v. Broch
123568

Today the following order was entered in the captioned case:

Motion by Petitioner, *pro se*, for leave to file a petition for an original writ of mandamus. Denied.

Order entered by the Court.

Very truly yours,

Carolyn Taft Grosboll

Clerk of the Supreme Court

cc: Attorney General of Illinois - Civil Division
Craig William Runyon
Cynthia J. Braden
Evan Gregg Safran Siegel
Jane Marie May
Jon Lucas McNeill

APPENDIX C - 3

THUNDERBIRD LIFETIME EMAIL

Lyle Harrison <lharrison@global.t-bird.edu>

FOIA Request for un redacted, certified police report for 13CF47

3 messages

Lyle Harrison <lharrison@global.t-bird.edu> Wed, May 10, 2023 at 10:17 AM
To: tweaver@moultrieco.org, "moultriefoia@gmail.com" <moultriefoia@gmail.com>
Cc: Heather Griffin <hg9250@gmail.com>
Bcc: Lux Harrison <luxandrebecca@sbcglobal.net>, Pete Harrison <pbialum05@yahoo.com>, Roger Harrison <rlhpastor@gmail.com>, Andrew Harrison <andrewharrison2023@gmail.com>

Hello Ms. Tracy Weaver,
This is a follow up email to see if you received my 2nd FOIA request sent on or about April 21, 2023? If you did not receive it, please see my attached 2nd FOIA request for an Unredacted, and Certified copy of all police reports for Mr. Lyle Harrison for moultrie case 13CF47, including police reports, in the possession of the Illinois Appellate Prosecutors Office as Special Prosecutor(Charles Zalar) who was appointed to handle this matter. I attached my 2nd FOIA request as the first request was completed but it was not certified and an unredacted police report, which is what I really need. If I have left out anything necessary to obtain a certified, unredacted police report, please let me know.
Your help is greatly appreciated and I am very thankful for all the help you have given me so far!
Truly you are a wonderful and kind woman!

Kindest Regards,
Lyle Harrison
920.629.0771

UNREDACTED_2_FOIA_MoultrieCountySheriff.pdf
259K

Tracy Weaver <tweaver@moultrieco.org> Wed, May 17, 2023 at 10:19 PM
To: Lyle Harrison <lharrison@global.t-bird.edu>
Cc: Heather Griffin <hg9250@gmail.com>

Mr. Harrison,

By law, a public body is allowed to withhold (redact) personal information contained in public records. Under my signature line below, I have cited the statute as well as opinions from the Illinois Attorney General that set forth this proposition. As such, any reports distributed under FOIA will be subject to redaction if they contain personal information.

Further, Moultrie County is not in possession of records retained by the Illinois Appellate Prosecutor. To obtain those records, you will need to submit a FOIA directly to that public body.

APPENDIX C - 4

I am again attaching the reports that are in Moultrie County's possession, with the allowable redactions, in response to your FOIA request.

You have the right to have the denial of your request (for unredacted records as well as it relates to records not in possession of Moultrie County) reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5 ILCS 140/9.5(a). You can file your Request for Review with the PAC by writing to the following:

Public Access Counselor

Office of the Attorney General

500 South 2nd Street

Springfield, Illinois 62706

Fax: 217-782-1396

Email: publicaccess@atg.state.il.us

You also have the right to seek judicial review of your denial by filing a lawsuit in the State circuit court. 5 ILCS 140/11.

If you choose to file a Request for Review with the PAC, you must do so within 60 calendar days of the date of this denial. 5 ILCS 140/9.5(a). Please note that you must include a copy of your original FOIA request and this denial letter when filing a Request for Review with the PAC.

Tracy Weaver

State's Attorney/FOIA Officer

Moultrie County State's Attorney's Office

10 S. Main Street, Suite 13

Sullivan, IL 61951

(P) 217-728-4353

(F) 217-728-4231

Section 7(1)(c) of FOIA (5 ILCS 140/7(1)(c) allows a public body to withhold "[p]ersonal information contained within public records, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, unless the disclosure is consented to in writing by the individual subjects of the information." The exemption defines "unwarranted invasion of privacy" as "the disclosure of information that is highly personal or objectionable to a reasonable person and in which the subject's right to privacy outweighs any legitimate public interest in obtaining the information. The disclosure of information that bears on the public duties of public employees and officials shall not be considered an invasion of personal privacy."

The Attorney General or the PAC has determined that disclosure of the following information is a clearly unwarranted invasion of personal privacy, and therefore that a public body may withhold (redact) this information under section 7(1)(c):

- *Date of Birth: The PAC has consistently determined that the disclosure of a date of birth would constitute a clearly unwarranted invasion of personal privacy under section 7(1)(c). See, e.g., Ill. Att'y Gen. Pub. Acc. Op. No. 16-009, issued November 7, 2016, at 12.*
- *Race: See, e.g., Ill. Att'y Gen. PAC Req. Rev. Ltr. 32361, issued September 1, 2015, at 3.*
- *Graphic photographs and descriptions of offenses: See, e.g., Ill. Att'y Gen. PAC Req. Rev. Ltr. 23394, issued March 5, 2014, at 5. Note that when the requester is the victim or the person who otherwise has the greatest privacy interest in the record (such as the spouse of a decedent), the disclosure of that record to the requester is not considered an invasion of personal privacy under section 7(1)(c).*
- *Graphic autopsy photographs of decedent: See Ill. Att'y Gen. Pub. Acc. Op. No. 10-003, issued October 22, 2010, at 11; but see Ill. Att'y Gen. Pub. Acc. Op. No. 16-002, issued February 10, 2016, at 6 (such photographs are not exempt from disclosure to the executor of the decedent's estate or to the individual who otherwise has the greatest privacy interest in those materials, i.e. the decedent's spouse).*
- *Victims' names and their identifying information: See, e.g., Ill. Att'y Gen. PAC Req. Rev. Ltr. 37628, issued April 25, 2016, at 3. Note that when the requester is the victim at issue, the disclosure of that information to the requester is not considered an invasion of personal privacy under section 7(1)(c).*
- *Names of individuals whose photos were used in police line-ups in connection with crimes for which they were not arrested or charged: See, e.g., Ill. Att'y Gen. PAC Req. Rev. Ltr. 12784, issued April 23, 2012, at 2.*

APPENDIX D - 6

Moultrie County Sheriff Dept Case Number: **13-09-0193**

Reporting Officer
216 - Carroll, Gary D.

Current Status

Case Category
Description **THEFT / TRESPASSING**

Offenses

0810	Theft Over $300	720 ILCS 5/16-1
1330	Criminal Trespass to Land	720 ILCS 5/21-3

Location 700E SOUTH OF IL RT 32

Occurred **09/29/2013 Sun 14:45**
Reported **09/29/2013 Sun 14:45**
Arrived
Completed

[redacted] **Complainant**

DOB Age
Ht 0 0 Wt 0
Sex M Race **White**
DLN
Hair Eyes
Complex

Cell [redacted] **Home** [redacted]

[redacted] **- Complainant**

DOB Age
Ht 0 0 Wt 0
Sex M Race **White**
DLN
Hair Eyes
Complex

Cell [redacted] **Home**

APPENDIX D - 7

Moultrie County Sheriff Dept Case Number: **13-09-0193**

[redacted] - **PERSON INVOLVED**

DOB Age
Ht 0 0 Wt 0

Sex M Race
DLN
Hair Eyes
Complex

Cell [redacted] Home

[redacted] - **GRAIN ELEVATOR INVOLVED**

DOB Age
Ht 0 0 Wt 0

Sex Race
DLN
Hair Eyes
Complex

Cell [redacted] Home

[redacted] - **GRAIN ELEVATOR INVOLVED**

DOB Age
Ht 0 0 Wt 0

Sex F Race
DLN
Hair Eyes
Complex

Cell [redacted] Home

[redacted]

DOB Age
Ht 0 0 Wt 0

Sex Race
DLN
Hair Eyes
Complex

Cell [redacted] Home

Moultrie County Sheriff Dept Case Number: **13-09-0193**

[redacted]

DOB Age
Ht 0 0 Wt 0

Sex M Race
DLN
Hair Eyes
Complex

Cell **Home**

LYLE R. HARRISON - Suspect

[redacted]

DOB [redacted] Age 40
Ht 0 0 Wt 0

Sex M Race **White**
DLN [redacted] IL
Hair Eyes
Complex

Cell [redacted] **Home**

Initial Report THEFT / TRESPASSING

On Sunday, September 29,2013 at around 2:45pm I, Deputy Sergeant Gary Carroll, spoke with [redacted] by phone. [redacted] advised me he farms ground on 7.00E south of Illinois Route 32 and person(s) without his authority harvested the corn he had planted. [redacted] did not have any idea who had harvested the corn. [redacted] estimated there would have been approximately 6000 bushels of corn harvested from the field. I asked [redacted] if he owned the ground. [redacted] stated he farmed for [redacted] I am familiar with the [redacted] name from conversations with Lyle Harrison. Harrison had recently stated he filed a deed for ground in Moultrie County and had intentions of harvesting the crop on the field.

At approximately 3:00pm I spoke with [redacted] from Okaw Farmer Coop, Lovington, Il [redacted] about who might have harvested the grain for Harrison. [redacted] stated she knew [redacted] farmed for Hardware State Bank, who managed the farm for Harrison Farm Management. [redacted] provided me a phone number for [redacted] I contacted [redacted] and spoke with him by phone. [redacted] was cooperative and told me he was hired by Lyle Harrison to harvest the field in question. [redacted] advised he took 2 loads of grain to Topflight Elevator in La Place, IL and 4 loads of grain to Cargill in Tuscola, IL. [redacted] told me he signed a form from Lyle Harrison releasing him from liability from harvesting the grain.

At 3:19pm I spoke to [redacted] from Cargill Inc. [redacted] stated Cargill had received corn for the Roger Lyle Harrison Sr. Trust account. [redacted] stated Cargill received 3741.43 Gross Bushels and 3235.99 Net Bushels. [redacted] faxed me a copy of the Shipment List for the Roger Lyle Harrison Sr. Trust account. [redacted] stated the grain closing price for corn was $4.39/bushel.

At 3:23pm I spoke to [redacted] from Topflight Grain Cooperative. [redacted] advised me Topflight had received grain from Roger Lyle Harrison Revocable Trust. [redacted] advised me the Gross Bushels totaled 1733.21 and the Net Bushels totaled 1453.00. [redacted] stated the closing

Moultrie County Sheriff Dept Case Number: **13-09-0193**

price for corn was $4.37/bushel. At 4:40pm I received a call from [redacted] Business Development Manager. [redacted] advised me I would not be receiving the information I had requested from [redacted] stated it was against the policy of Topflight Grain Cooperative to release this type of information. [redacted] stated she would need a subpoena to do so. I asked [redacted] who the subpoena should be directed to and she stated [redacted] General Manager. [redacted] information is included in this report. [redacted] also stated the subpoena should identify records as, "grain sales, delivery and settlement."

I spoke with [redacted] stated he owned the property that had been harvested. [redacted] stated the only person who has permission to be on the property or to farm the property is [redacted] stated he has the deed to the property stating he is the owner.

On Monday, September 30, 2013 at 12:03pm I spoke with Cindy Kidwell, Chief County Assessment Officer for Moultrie County. Cindy stated a deed was filed by the Harrisons requesting transfer of property. Cindy advised me she had sent a certified with return receipt letter to [redacted] stating she was not able to transfer the property as requested due to the property being owned by [redacted] and [redacted] as Co-Trustees under the [redacted] and [redacted] Declaration of Trust dated September 18, 1997. Cindy requested documentation showing otherwise to be presented so it could be reviewed by her and the States Attorney on September 12, 2013. Cindy has yet to receive such documents.

On Monday, September 30, 2013 Chief Deputy Chris Sims at approximately 12:15pm advised [redacted] he was not allowed on the property and not to return. If [redacted] did return he would be arrested for trespassing. [redacted] had returned to the property to harvest the rest of the corn which was left in the field, approximately 10 acres. [redacted] did this even after my conversation with him stating there were concerns of the legal ownership of the land. I had advised [redacted] he should check with the Moultrie County Assessment Office to verify ownership. [redacted] advised Chief Deputy Sims he had been advised it would be in his best interest to check deeds of ownership. [redacted] did not do this.

I also received a letter and documentation prepared by [redacted] Citizens Abstract Company. The letter was addressed to [redacted] and [redacted] The letter states land parcels, 02-02-19-000-203 and 02-02-20-000-101 are owned by [redacted] and [redacted] Additional documentation shows research outlining who the property would be left to, which was completed by [redacted]

Sgt. Gary Carroll #216

Attached:
Fax of shipment list from Cargill Inc.Deed filings from Harrison'sLetter and return receipt from Cynthia S Kidwell, Chief County Assessment Officer, Moultrie CountyLetter and other documentation prepared by [redacted] Citizen Abstract Company

UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen United States Courthouse
Room 2722 - 219 S. Dearborn Street
Chicago, Illinois 60604

Office of the Clerk
Phone: (312) 435-5850
www.ca7.uscourts.gov

FINAL JUDGMENT

May 20, 2019

Before: MICHAEL S. KANNE, Circuit Judge
AMY C. BARRETT, Circuit Judge
MICHAEL B. BRENNAN, Circuit Judge

No. 18-3694	LYLE R. HARRISON, Plaintiff - Appellant v. MOULTRIE COUNTY ILLINOIS, et al.,, Defendants - Appellees

Originating Case Information:

District Court No: 2:18-cv-00957-LA
Eastern District of Wisconsin
District Judge Lynn Adelman

We **VACATE** the judgment and **REMAND** the case with instructions to stay the federal claims stemming from the criminal prosecution. Otherwise, we **AFFIRM**.

The above is in accordance with the decision of this court entered on this date.

form name: **c7_FinalJudgment**(form ID: **132**)

NONPRECEDENTIAL DISPOSITION
To be cited only in accordance with Fed. R. App. P. 32.1

United States Court of Appeals

For the Seventh Circuit
Chicago, Illinois 60604

Submitted May 17, 2019*
Decided May 20, 2019

Before

MICHAEL S. KANNE, *Circuit Judge*

AMY C. BARRETT, *Circuit Judge*

MICHAEL B. BRENNAN, *Circuit Judge*

No. 18-3694

LYLE R. HARRISON,
Plaintiff-Appellant,

v.

MOULTRIE COUNTY, ILLINOIS, et al.,
Defendants-Appellees.

Appeal from the United States District Court for the Eastern District of Wisconsin.

No. 18-C-0957

Lynn Adelman,
Judge.

ORDER

Lyle Harrison has been entangled in two land disputes that have spawned several civil and criminal proceedings in Illinois state courts. He brought this suit in the Eastern District of Wisconsin, alleging a conspiracy among farm owners, several Illinois state-court judges, and others to deprive him of his property. The district court dismissed Harrison's suit for lack of subject-matter jurisdiction and for failure to state a

* The defendants were not served with process in the district court and are not participating in this appeal. We have agreed to decide this case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. *See* FED. R. APP. P. 34(a)(2)(C).

claim. We vacate in part, affirm in part, and remand with instructions to stay some of Harrison's claims.

As best as we can tell, Harrison's legal troubles can be traced to two state-court actions against him. The first involved a farm co-owned by Harrison's father and distant relatives ("Harrison Family Farm"). The families formed a partnership in 1983 to oversee the farm's management. But the partnership started to unravel in 2011 when Harrison's father unilaterally gave Harrison full management responsibilities over the farm. For the next few years, Harrison and his immediate family collected substantial profits without accounting for the farm's proceeds. The co-owners brought a civil suit, and ultimately an Illinois state court entered a substantial judgment against Harrison.

Meanwhile, in 2012, Harrison sent a demand letter to some other relatives, claiming that he owned their plot of land ("Willoughby Farm"), too. In fact, he did not own the land, but that did not stop him from harvesting its corn without permission. He was convicted of theft, but on appeal his case was reversed and remanded because he had been denied the right to proceed pro se. According to Harrison, the case is still pending in state court.

Harrison then filed this federal suit, alleging several causes of action related to his state civil and criminal proceedings. The district court dismissed the complaint at screening, 28 U.S.C. § 1915(e)(2)(B), finding that most of Harrison's claims fall under the *Rooker-Feldman* doctrine and the rest fail to state a plausible claim for relief.

We agree with the district court that some of Harrison's claims—specifically those related to his rights in the Harrison Family Farm—are barred under the *Rooker-Feldman* doctrine. *See D.C. Court of Appeals v. Feldman*, 460 U.S. 462 (1983); *Rooker v. Fid. Tr. Co.*, 263 U.S. 413 (1923). Harrison is an unsuccessful litigant who believes that the state judgment against him should be expunged and the disputed land, along with its profits and federal subsidies, should be awarded to him alone. But "cases brought by state-court losers complaining of injuries caused by state-court judgments" are not reviewable in federal court. *See Exxon Mobil Corp. v. Saudi Basic Indus. Corp.*, 544 U.S. 280, 284 (2005). The state courts already adjudicated Harrison's interest in the family farm, and we cannot entertain his invitation to modify the judgment to his liking.

Harrison also asserts, as he did in state court, that the judge presiding over his state civil case had a conflict of interest because he owned stock in a bank that assumed managerial responsibilities over the family farm. To the extent that Harrison has

preserved this judicial-bias argument on appeal, it is barred by issue preclusion. A federal suit "to obtain damages for the unlawful conduct that misled the [state] court into issuing the judgment" falls outside the purview of the *Rooker–Feldman* doctrine. *See Iqbal v. Patel*, 780 F.3d 728, 730 (7th Cir. 2015) (quoting *Johnson v. Pushpin Holdings, LLC*, 748 F.3d 769, 773 (7th Cir. 2014)). But state preclusion laws still apply and may bar further consideration of the claim. *See Exxon*, 544 U.S. at 292–93; *GASH Assocs. v. Village of Rosemont*, 995 F.2d 726, 728 (7th Cir. 1993).

Harrison already argued judicial bias in state court, and the Illinois Appellate Court twice concluded that the presiding circuit-court judge did not have a conflict of interest. *See Huggins v. Harrison*, 2017 Ill. App. (4th) 170026-U, ¶ 54 (Aug. 18, 2017). Because Harrison had "a full and fair opportunity" to litigate the issue in state court, *see American Family Mutual Insurance Company v. Savickas*, 739 N.E.2d 445, 451 (Ill. 2000), he is barred from rehashing the same argument in federal court. *See Du Page Forklift Serv., Inc. v. Material Handling Servs., Inc.*, 744 N.E.2d 845, 849 (Ill. 2001).

But the *Rooker-Feldman* doctrine does not bar Harrison's claims regarding the Willoughby Farm—the subject of the state criminal proceeding—because the state court has not issued a final judgment. *See Mains v. Citibank, N.A.*, 852 F.3d 669, 675 (7th Cir. 2017) (prohibiting challenges to "state-court *judgments*" (emphasis added)). According to Harrison, the theft conviction was vacated and he is awaiting a retrial. Thus, Harrison's claims of malicious prosecution, obstruction of justice, and violations of his speedy-trial rights fall outside the purview of *Rooker-Feldman*.

But those claims are barred by the *Younger* abstention doctrine. *See Younger v. Harris*, 401 U.S. 37, 41 (1971). Federal courts must abstain from disturbing ongoing state litigation unless extraordinary circumstances warrant an intervention. *See Pennzoil Co. v. Texaco Inc.*, 481 U.S. 1 (1987). Here, there is no compelling reason to disrupt Harrison's criminal prosecution in Illinois; he can challenge the fairness of the proceedings and raise speedy-trial issues,[1] if any, in his ongoing state-court case.

---

[1] A well-founded claim that a petitioner's right to a speedy trial has been violated can be an exceptional circumstance requiring immediate federal intervention. *See Sweeney v. Bartow*, 612 F.3d 571, 573 (7th Cir. 2010). But here, Harrison has not meaningfully developed any argument that his Sixth Amendment rights are being violated. *See Barker v. Wingo*, 407 U.S. 514, 530–33 (1972) (setting forth factors relevant to whether a delay violates a defendant's constitutional rights).

See Gakuba v. O'Brien, 711 F.3d 751, 753 (7th Cir. 2013). We note, however, that the proper disposition of the federal claims relating to the criminal prosecution would have been a stay, not a dismissal, so we must vacate the judgment. *See id.* Harrison may pursue these claims, if any remain, after the criminal case ends (although we do not opine on whether they are viable).

We VACATE the judgment and REMAND the case with instructions to stay the federal claims stemming from the criminal prosecution. Otherwise, we AFFIRM.

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001

July 19, 2019

Roger L. Harrison
Lyle R. Harrison
1223 Allen Street
Manitowoc, WI 54220

RE: Harrison v. Peters, et al.

Dear Mr. Harrison:

The above-entitled petition for writ of certiorari was received July 17, 2019. The papers are returned for the following reason(s):

The appendix to the petition does not contain the following documents required by Rule 14.1(i):

The lower court opinion(s) must be appended.

It is impossible to determine the timeliness of the petition without the lower court opinions.

Please correct and resubmit as soon as possible. Unless the petition is submitted to this Office in corrected form within 60 days of the date of this letter, the petition will not be filed. Rule 14.5.

A copy of the corrected petition must be served on opposing counsel.

When making the required corrections to a petition, no change to the substance of the petition may be made.

Sincerely,
Scott S. Harris, Clerk
By:
Clayton R. Higgins, Jr.
(202) 479-3019

Enclosures

STATE OF ILLINOIS
SUPREME COURT

At a Term of the Supreme Court, begun and held in Springfield, on Monday, the 12th day of November, 2018.

Present: Lloyd A. Karmeier, Chief Justice
Justice Robert R. Thomas — Justice Thomas L. Kilbride
Justice Rita B. Garman — Justice Anne M. Burke
Justice Mary Jane Theis — Justice P. Scott Neville, Jr.

On the 16th day of November, 2018, the Supreme Court entered the following judgment:

No. 124090

Charlotte Harrison Huggins, Cynthia H. Peters, and Shirley H. Cooper f/k/a Shirley A. Huggins,

Respondents

v.

Roger Lyle Harrison, Sr., Clara Harrison Karbine, Janey Harrison Crome, Roger Harrison, Jr., Johanna Harrison Fickett, Lyle Roger Harrison, Lux Harry Harrison, Andrew Lux Harrison, Beth Johanna Harrison, Peter Andrew Harrison, and Unknown Owners
# # # # #
Roger Harrison, Jr., and Lyle Roger Harrison,

Petitioners

Petition for Leave to Appeal from Appellate Court Fourth District
4-18-0254
11CH27

Motion by petitioners, pro se, for reconsideration of orders denying applications for waiver of court fees. Denied. Failure to pay the $50 filing fee within seven days from the date of this order will result in dismissal of this cause without further notice

As Clerk of the Supreme Court of the State of Illinois and keeper of the records, files and Seal thereof, I certify that the foregoing is a true copy of the final order entered in this case.

SEAL OF THE SUPREME COURT
STATE OF ILLINOIS
AUG. 26, 1818

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Court, this 16th day of November, 2018.

Carolyn Taft Grosboll Clerk,
Supreme Court of the State of Illinois

COPY

FEB 26 2018

IN THE CIRCUIT COURT
FOR THE SIXTH JUDICIAL CIRCUIT OF ILLINOIS
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

FILED
SIXTH JUDICIAL CIRCUIT
FEB 20 2018
Cynthia J. Peters
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

CHARLOTTE HARRISON HUGGINS, CYNTHIA H. PETERS, and SHIRLEY H. COOPER, f/k/a SHIRLEY A. HUGGINS,	)	
Plaintiffs,	)	
vs.	)	No. 2011-CH-27
ROGER LYLE HARRISON, JR., as Administrator of the ESTATE OF ROGER LYLE HARRISON, SR., deceased, ROGER LYLE HARRISOIN, JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, and PETER ANDREW HARRISON, as Trustees of the ROGER LYLE HARRISON, SENIOR REVOCABLE TRUST dated July 10, 2012, JOY CLAIRE HARRISON, CLARA HARRISON KARBINE, JANET HARRISON CROME, ROGER LYLE HARRISON, JR., JOHANNA HARRISON FICKETT, LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, BETH JOHANNA HARRISON, PETER ANDREW HARRISON, HARRISON FARM MANAGEMENT, LLC, an Illinois limited liability company, and UNKNOWN OWNERS, if any,	)	
Defendants.	)	

ORDER APPROVING ACCOUNTING AND DISCHARGING FARM MANAGER

On presentation of the FINAL ACCOUNTING of the Court-appointed Farm Manager, FIRST COMMUNITY BANK OF MOULTRIE COUNTY, by and through its attorneys, Tapella & Eberspacher LLC, the Court having reviewed the Final Accounting submitted by the Farm

COPY

Manager on December 11, 2017, due notice having been given to all the parties, and the Court otherwise being fully advised on the premises, the Court hereby finds that:

1. That the Final Accounting of the Farm Managers is approved; and

2. All expenses and Court costs have been paid and the remaining estate has been distributed to the persons entitled thereto.

IT IS ORDERED that the FINAL ACCOUNTING of the Farm Manager is approved and FIRST COMMUNITY BANK OF MOULTRIE COUNTY is discharged as Farm Manager; and its BOND, if any, is canceled.

ENTERED this 20TH day of Feb., 2018

Honorable:

This instrument prepared by:
JACOB N. SMALLHORN
TAPELLA & EBERSPACHER LLC
P.O. Box 627
Mattoon, Illinois 61938
T: (217) 639-7800
F: (217) 639-7810

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
MOULTRIE COUNTY, ILLINOIS – IN CHANCERY

FILED
SIXTH JUDICIAL CIRCUIT
DEC 09 2016
Cynthia J. Braun
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

CHARLOTTE HARRISON HUGGINS, CYNTHIA H. PETERS, and SHIRLEY H. COOPER f/k/a SHIRLEY A. HUGGINS,	)	
Plaintiffs,	)	
vs.	)	No. 11-CH-27
ROGER LYLE HARRISON, JR., as Administrator of the ESTATE OF ROGER LYLE HARRISON, SR., deceased, ROGER LYLE HARRISON, JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, and PETER ANDREW HARRISON, as Trustees of the ROGER LYLE HARRISON SENIOR REVOCABLE TRUST dated July 10, 2012; JOY CLAIRE HARRISON; CLARA HARRISON KARBINE; JANET HARRISON CROME; ROGER LYLE HARRISON, JR.; JOHANNA HARRISON FICKETT; LYLE ROGER HARRISON; LUX HARRY HARRISON, ANDREW LUX HARRISON; BETH JOHANNA HARRISON; PETER ANDREW HARRISON; HARRISON FARM MANAGEMENT, LLC, an Illinois limited liability company; and UNKNOWN OWNERS, if any,	)	
Defendants.	)	

JUDGMENT ORDER

THIS CAUSE coming to be heard on December 7, 2016 on Plaintiffs' Motion for Issuance of Partition Deeds, Determination of Monetary Damages, and Award of Attorneys' Fees and Expenses and Supporting Memorandum (the "Motion") and Plaintiffs' Motion for Disbursement of Funds Held by Hardware State Bank, both filed October 20, 2016, and following the earlier entry of an Order of Default against all Defendants herein on October 26, 2015, with Plaintiffs appearing by their counsel, Craig W. Runyon of Samuels, Miller, Schroeder, Jackson & Sly, LLP, and all Defendants failing to appear. The Court, having

considered the Motion; the earlier Order of Default; Defendant Lyle R. Harrison's Verified Objection to the Motion filed December 6, 2016; the Court-appointed partition Commissioner's Summary Appraisal Report and Farm Partition Report filed May 3, 2016 (the "Commissioner's Report"); Plaintiffs' Motion for Disbursement of Funds Held by Hardware State Bank; and having heard and considered the testimony, evidence, and the representations and arguments of counsel, and being otherwise fully advised in the premises, FINDS AS FOLLOWS:

1.-10. The Court hereby adopts and incorporates as findings of fact paragraphs 1 through 10 of the Order of Default entered in this cause on October 26, 2016 as and for paragraphs 1 through 10 of the Court's findings of fact of this Judgment Order by reference thereto and incorporation herein as though fully set forth.

11. Due notice of this December 7, 2016 hearing was given to all Defendants.

12. Based on the Commissioner's Report, the Property described in the Second Amended Complaint (the "Complaint") is subject to division without manifest prejudice to the rights of the parties.

13. The Property can be partitioned into two separate but equal groups of tracts without harm to the value as a whole.

14. The following division of the Property is fair and equitable: (a) Group 1 consisting of Tracts 1, 3.1, and 5, as such tracts are identified in the Commissioner's Report (identified in the Complaint as Tracts 3, 4, 5, 7, and 9); and (b) Group 2 consisting of Tracts 2, 3.2, 4, and 6, as such tracts are identified in the Commissioner's Report (identified in the Complaint as Tracts 1, 2, 6, and 8).

15. Based on the Commissioner's Report, the above groupings create a difference in value of only $544.00, and that difference can be satisfied by an owelty payment from the Group 2 owners to the Group 1 owners in the amount of $272.00.

16. Plaintiffs' Motion requested that Plaintiffs receive the Group 1 Tracts and that Defendants receive the Group 2 Tracts and, there being no specific objection to Plaintiffs' request interposed by Defendants, Plaintiffs' request should be granted.

17. Under Count II of the Complaint, Plaintiffs have proven damages of $7,751.54 for the 2010 crop year for improper disbursements, transfers and withdrawals during 2010.

18. Further, Plaintiffs are entitled to prejudgment interest on their 2010 crop year damages at a rate of 5.00% per annum from July 18, 2011 through December 7, 2016, which computes to $2,090.79.

19. Therefore, Plaintiffs have proven total damages for the 2010 crop year, inclusive of prejudgment interest, in the amount of $9,842.33.

20. Under Count II of the Complaint, Plaintiffs have proven damages of $114,100.92 for the 2011 crop year including: (a) $8,124.45 for funds that were turned over to Harrison Farms Partnership by Hertz Farm Management, Inc. but which was never accounted for by Defendants; (b) $3,182.93 for 465 bushels of soybeans that were lost during 2011; (c) $12,471.16 for funds improperly spent by Defendants to pay for their own attorneys' fees and legal expenses; (d) $54,656.98 for improper disbursements, transfers and withdrawals during 2011; and (e) $35,665.40 for the erection of a grain bin on the Property without the consent of Plaintiffs.

21. Further, Plaintiffs are entitled to prejudgment interest on their 2011 crop year damages at a rate of 5.00% per annum from March 1, 2012 through December 7, 2016, which computes to $27,227.92.

22. Therefore, Plaintiffs have proven total damages for the 2011 crop year, inclusive of prejudgment interest, in the amount of $141,328.84.

23. Under Count II of the Complaint, Plaintiffs have proven damages of $125,767.99 for the 2012 crop year including: (a) $59,567.01 for their share of 2012 grain sale proceeds that were not turned over to Court-appointed farm manager Hardware State Bank and which were never accounted for by Defendants; (b) $5,536.00 for funds improperly spent by Defendants to pay for their own attorneys' fees and legal expenses; and (c) $60,664.98 for improper disbursements, transfers and withdrawals during 2012.

24. Further, Plaintiffs are entitled to prejudgment interest on their 2012 crop year damages at a rate of 5.00% per annum from March 1, 2013 through December 7, 2016, which computes to $23,723.63.

25. Therefore, Plaintiffs have proven total damages for the 2012 crop year, inclusive of prejudgment interest, in the amount of $149,491.62.

26. Under Count V of the Complaint, Plaintiffs have proven damages in the amount of $18,144.62 on account of the waste committed by Defendants in allowing the nutrient levels of the Property's soil to be depleted to unreasonable levels by failing to implement and follow reasonable standards of husbandry while in control of the farm operation.

27. Further, Plaintiffs are entitled to prejudgment interest on the damages awarded for the waste committed by Defendants at a rate of 5.00% per annum from October 7, 2014 through December 7, 2016, which computes to $1,968.57.

28. Therefore, Plaintiffs have proven total damages on account of the waste committed by the Defendants, inclusive of prejudgment interest, in the amount of $20,113.19

29. Altogether, Plaintiffs have proven total damages under Counts II and V of the Complaint, inclusive of prejudgment interest, in the amount of $320,775.98.

30. The equities of this case are with Plaintiffs who, due to the blatant dilatory tactics of Defendants, were caused to engage in long and costly litigation to defeat baseless claims and assertions completely devoid of factual or legal merit.

31. As a result, Plaintiffs have incurred and paid attorneys' fees and expenses in connection with this case in the amount of $277,731.01, and have further incurred unbilled attorneys' fees and expenses in the amount of $9,971.70, which taken together totals $287,702.71 in attorneys' fees and expenses.

32. The Court heard the testimony of attorney Craig W. Runyon, managing partner with Samuels, Miller, Schroeder, Jackson & Sly, LLP of Decatur, Illinois, the law firm that has represented Plaintiffs continuously since the inception of this litigation.

33. Mr. Runyon testified that the hourly rates charged by the firm's attorneys' for this matter were those attorneys' standard hourly rates which ranged from $160.00 per hour to $240.00 per hour depending on the attorney and the year in which the work was performed, and the Court finds those hourly rates to be imminently reasonable.

34. The Court further finds that the attorneys' fees and expenses incurred by Plaintiffs herein were both reasonable and necessary given the nature, circumstances, and complexities of this litigation and the above-mentioned dilatory tactics and conduct by Defendants.

35. Given the foregoing, the Plaintiffs' request that this Court order Defendants to pay all of Plaintiffs' attorneys' fees and expenses incurred herein, specifically the amount of $287,702.71, should be allowed pursuant to §17-125 of the Illinois Code of Civil Procedure (as to one-half of Plaintiffs' attorneys' fees and expenses) and under the broad discretion afforded this Court in equity (as to the other one-half of Plaintiffs' attorneys' fees and expenses).

36. Pursuant to prior order of Court, the Court-appointed farm manager, Hardware State Bank, now has on deposit approximately $1,105,223.58 consisting of farm proceeds from the Property.

37. Plaintiffs' Motion for Disbursement of Funds Held by Hardware State Bank should be allowed, and Court-appointed farm manager Hardware State Bank should be ordered to disburse said funds as requested in said Motion, with so much or all of the one-half of said funds that would otherwise have been distributed to Defendants to be distributed to Plaintiffs so as to fully satisfy the award of monetary damages, prejudgment interest, attorneys' fees and expenses entered as part of this Judgment Order.

38. Court-appointed farm manager Hardware State Bank has already contracted with Heritage Family Farms to serve as farm tenant and executed a cash rent farm lease for the 2017 crop year, and the first of three cash rent installments has been paid by the farm tenant.

39. As the 2017 farm lease has already been executed and the remaining two cash rent payments of $67,093.33 and $67,093.34 do not come due until April 1, 2017 and October 1,

2017, respectively, this Court's appointment of Hardware State Bank as farm manager should be extended through November 1, 2017 solely for the purpose of collecting the remaining 2017 cash rent payments, paying the Property's 2016 real estate taxes coming due in 2017 as well as any other regular and customary expenses coming due, and, finally, distributing the remaining cash rent proceeds in accordance with the provisions of this Judgment Order.

NOW THEREFORE, IT IS ORDERED THAT:

A. In accordance with the Commissioner's Report, the Property shall be partitioned and divided into two groups of tracts, with Plaintiffs receiving Group 1 (Tracts 1, 3.1, and 5 identified in the Commissioner's Report, alternately identified in the Complaint as Tracts 3, 4, 5, 7, and 9) and Defendants receiving Group 2 (Tracts 2, 3.2, 4, and 6 identified in the Commissioner's Report, alternately identified in the Complaint as Tracts 3, 4, 5, 7, and 9), and in conjunction with this Judgment Order, the Court is executing a series of eight Judicial Deeds of Partition which are incorporated herein by reference, according to the parties respective rights and interests in the Property, and Plaintiffs' counsel shall execute the real estate tax exemption Documentary Stamp on each Judicial Deed and promptly record said Judicial Deeds with the Office of the Moultrie County Recorder.

B. Defendants shall make payment of $141.00 to Plaintiffs to reimburse them for the cost of recording the three Judicial Deeds required to convey the Group 2 Tracts to Defendants and that amount is added to the total judgment amount stated in paragraph E. below.

C. As a result of Defendants receiving the slightly more valuable Group 2 Tracts, Defendants shall make an owelty payment of $272.00 to Plaintiffs and that amount is added to the total judgment amount stated in paragraph E. below.

D. Any outstanding liens or levies against any or all of the Defendants shall attach only to the Group 2 Tracts apportioned to Defendants and not to the Group 1 Tracts apportioned to Plaintiffs.

E. Judgment is entered in favor of Plaintiffs and against Defendants, jointly and severally, in the amount of $608,891.69, inclusive of the partition owelty payment, the Judicial Deed recording fees, the proven damages, prejudgment interest, attorneys' fees, court costs, and other legal expenses, all as further detailed above in this Court's findings of fact.

F. From the farm proceeds held on deposit, Court-appointed farm manager Hardware State Bank shall first make payment of any of its outstanding fees for its service as farm manager in this case and for any other outstanding expenses.

G. Court-appointed farm manager Hardware State Bank shall then disburse one-half of the remaining funds to Plaintiffs, to be split among the three Plaintiffs in accordance with their respective ownership interests in their one-half of the Property, specifically:

i. Charlotte Harrison Huggins: 92.64%,

ii. Cynthia H. Peters: 3.68%, and

iii. Shirley H. Cooper: 3.68%.

H. From the remaining funds, Court-appointed farm manager Hardware State Bank shall then disburse so much or all of said funds to Plaintiffs, again in accordance with their respective ownership interests in the Property stated in paragraph G. above, as needed to fully satisfy the monetary judgment of $608,891.69 entered in favor of Plaintiffs and against Defendants as part of this Judgment Order, although if such disbursement would entirely deplete the funds held on deposit, the farm manager shall be allowed to retain on hand such amount as it

reasonably deems necessary to keep a deposit account open and to pay any expected future expenses coming due during the farm manager's extended appointment detailed in paragraph I. below.

I. This Court's appointment of Hardware State Bank as farm manager shall be extended through November 1, 2017 solely for the purpose of collecting the remaining 2017 cash rent payments, paying the Property's 2016 real estate taxes coming due in 2017 as well as any other regular and customary expenses coming due, and making final distribution of the remaining cash rent proceeds in accordance with the provisions of paragraphs J., K., and L. below.

J. The Property's 2017 farm tenant, Heritage Family Farms, shall pay the final two cash rent payments, due April 1, 2017 and October 1, 2017, to Court-appointed farm manager Hardware State Bank rather than directly to Plaintiffs or Defendants.

K. From the final two 2017 cash rent payments collected, Court-appointed farm manager Hardware State Bank shall first make payment of any of its outstanding fees for its service as farm manager in this case and for any other outstanding expenses.

L. Court-appointed farm manager Hardware State Bank shall then disburse one-half of the remaining funds from the final two 2017 cash rent payments collected to Plaintiffs, to be split among the three Plaintiffs in accordance with their respective ownership interests in their one-half of the Property stated in paragraph G. above.

M. Court-appointed farm manager Hardware State Bank shall then disburse so much or all of the remaining funds from the final two 2017 cash rent payments collected to Plaintiffs, again in accordance with their respective ownership interests in the Property stated in paragraph

G. above, as needed to fully satisfy the monetary judgment of $608,891.69 entered in favor of Plaintiffs and against Defendants as part of this Judgment Order.

N. The funds remaining after payment of Plaintiffs' monetary judgment, if any, shall be distributed to Defendants, to be split among Defendants in accordance with their respective ownership interests in their one-half of the Property, specifically:

i. Estate of Roger L. Harrison, Sr., deceased: 60.21%;

ii. Roger Lyle Harrison Senior Revocable Trust: 8.38%;

iii. Johanna Harrison Fickett: 3.49%;

iv. Clara Harrison Karbine: 3.49%;

v. Lux Harry Harrison: 3.49%;

vi. Peter Andrew Harrison: 3.49%;

vii. Janet Harrison Crome: 3.49%;

viii. Andrew Lux Harrison: 3.49%;

ix. Beth Johanna Harrison: 3.49%;

x. Roger Lyle Harrison, Jr.: 3.49%; and

xi. Lyle Roger Harrison: 3.49%.

O. Court-appointed farm manager Hardware State Bank shall file a final report of its acts as farm manager on or before December 1, 2017.

P. This Court shall retain jurisdiction of the subject matter of this cause and the parties to this cause for the purpose of enforcing the terms of this Judgment Order.

Q. There is no just reason to delay enforcement or appeal of this final Judgment Order.

ENTERED: December 9, 2016.



JUDGE

Prepared by:
CRAIG W. RUNYON
SAMUELS, MILLER, SCHROEDER,
JACKSON & SLY, LLP
Attorneys for Plaintiffs
225 N. Water St., Suite 301
P.O. Box 1400
Decatur, IL 62525-1400
Telephone: 217.429.4325
Fax: 217.425.6313
runyon@samuelsmiller.com

State of Illinois
In the Circuit Court of Judicial Circuit #6
Moultrie County

501
IN THE MATTER OF THE ESTATE OF P 000 }
} Case number: 2013-P -000026
HARRISON, ROGER L SR E 001 }

Notice to:

HARRISON, ROGER L JR 1223 ALLEN ST		MANITOWOC, WI 54220-0000
RUNYON, CRAIG W 225 N WATER ST SUITE 301	(delivery via email)	DECATUR, IL 62523-0000

Take notice that the following entry was made on Monday, December 18, 2017

Due to lack of action of record in this cause for a period of twelve months, this cause is hereby dismissed pursuant to Section 3.4(a) of the Rules of Practice of the Sixth Judicial Circuit. Clerk to give notice to attorneys of record and all pro se parties, if any, within fourteen days and make proof. RLB

/s/Cynthia J Braden, Circuit Clerk (KAW)

Circuit Clerk, Cynthia J Braden

This notice mailed on Monday, December 18, 2017.

Deputy

HARRISON, ROGER L JR
1223 ALLEN ST
MANITOWOC, WI 54220-0000

KAW

Appendix K - 31

State of Illinois

In the Circuit Court of Judicial Circuit #6

Moultrie County

PEOPLE P 001
VS.
HARRISON, LYLE ROGER D 001

Case number: 2013-CF-000047

Notice to:

HARRISON, LYLE ROGER
1223 ALLEN STREET MANITOWOC, WI 54220-0000

Take notice that the following entries were made on the above-titled case:

12/03/2020 On the Court's own motion, cause allotted for hearing on the Motion to Quash Subpoena Duces Tecum on January 5, 2021, 1:30 p.m. Clerk to send notice to the Defendant. JJR

/s/Christa S Helmuth, Circuit Clerk (CSH)
Circuit Clerk, Christa S Helmuth

This notice mailed on Friday, December 4, 2020.

CSH
Deputy

HARRISON, LYLE ROGER
1223 ALLEN STREET
MANITOWOC, WI 54220-0000

CSH

FILED
Sixth Judicial Circuit
12/14/2020 4:24 PM
Christa Helmuth
Circuit Court
Moultrie County, Illinois

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY

THE PEOPLE OF THE STATE OF ILLINOIS,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**No. 13-CF-47**
	)	
Lyle Roger Harrison,	)	
	)	
A Man,	)	

SUBPOENA – ALL POLICE REPORTS REGARDING MOULTRIE COUNTY, ILLINOIS CASE # 13-CF-47

To: **Moultrie County, Illinois Sheriff, Mr. Chris Sims**

YOU ARE HEREBY COMMANDED to file in the case and turn over all police reports regarding Moultrie Case # 13-CF-47 to the MAN, Lyle R. Harrison.

YOUR FAILURE TO RESPOND TO THIS SUBPOENA BY FILING ALL POLICE REPORTS WITHIN 30 DAYS OF THE SERVICE OF THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

CIRCUIT COURT 6TH JUDICIAL CIRCUIT MOULTRIE COUNTY, ILLINOIS

WITNESS, 11/10/2020 ,2020

Christa S Helmuth
(Clerk of the Circuit Court)

I served this subpoena by ~~delivering~~ a copy to; Moultrie County, Illinois Sheriff, Mr. Chris Sims on ~~November~~ December 9,2020. I paid the witness $_____ for witness and mileage fees.

Signed and sworn to before me ~~November~~ December 9,2020

Robin Barton
NOTARY PUBLIC

Process Server

NOTARY PUBLIC STATE OF ILLINOIS
ROBIN BARTON
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
May 04, 2024

Name: Lyle Roger Harrison
Attorney For: Pro Se
Address: 1223 Allen Street
City: Manitowoc, WI 54220
Telephone: 920.629.0771

FILED
Sixth Judicial Circuit
11/19/2020 2:37 PM
-Christa Helmuth
Circuit Court
Moultrie County, Illinois

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY

THE PEOPLE OF THE STATE OF ILLINOIS,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 13-CF-47
	)	
Lyle Roger Harrison,	)	
	)	
A Man,	)	

SUBPOENA – ALL POLICE REPORTS REGARDING MOULTRIE COUNTY, ILLINOIS CASE # 13-CF-47

To: Sangamon County, Appellate Prosecutor, Mr. Charles R. Zalar
YOU ARE HEREBY COMMANDED to file in the case and turn over all police reports regarding Moultrie Case # 13-CF-47 to the MAN, Lyle R. Harrison.

YOUR FAILURE TO RESPOND TO THIS SUBPOENA BY FILING ALL POLICE REPORTS WITHIN 30 DAYS OF THE SERVICE OF THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

WITNESS, 11/10/2020, 2020

Christa S. Helmuth
(Clerk of the Circuit Court)

I served this subpoena by [illegible] copy to; Sangamon County, Appellate Prosecutor, Charles R. Zalar on November 17, 2020. I paid the witness $ 0 for witness and mileage fees.

Signed and sworn to before me November 18, 2020

Process Server

Pamela J. Cravens
NOTARY PUBLIC

PAMELA J. CRAVENS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires May 07, 2024

Name: Lyle Roger Harrison
Attorney For: Pro Se
Address: 1223 Allen Street
City: Manitowoc, WI 54220
Telephone: 920.629.0771

551974

FILED
Sixth Judicial Circuit
11/19/2020 2:33 PM
Christa Helmuth
Circuit Court
Moultrie County, Illinois

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY

THE PEOPLE OF THE STATE OF ILLINOIS,
Plaintiff,
vs. No. 13-CF-47
Lyle Roger Harrison,
A Man,

SUBPOENA – ALL POLICE REPORTS REGARDING MOULTRIE COUNTY, ILLINOIS CASE # 13-CF-47

To: Sangamon County, Illinois Attorney General, Mr. Kwame Raoul
YOU ARE HEREBY COMMANDED to file in the case and turn over all police reports regarding Moultrie Case # 13-CF-47 to the MAN, Lyle R. Harrison.

YOUR FAILURE TO RESPOND TO THIS SUBPOENA BY FILING ALL POLICE REPORTS WITHIN 30 DAYS OF THE SERVICE OF THIS SUBPOENA WILL SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF THIS COURT.

WITNESS, 11/10/2020, 2020

Christa S. Helmuth
(Clerk of the Circuit Court)

CIRCUIT COURT 6TH JUDICIAL CIRCUIT MOULTRIE COUNTY, ILLINOIS

I served this subpoena [illegible] copy to; The Illinois Attorney General, Mr. Kwame Raoul on November 16, 2020. I paid the witness $ 0 for witness and mileage fees.

Process Server

Signed and sworn to before me November 16, 2020

Pamela J. Cravens
NOTARY PUBLIC

PAMELA J. CRAVENS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires May 07, 2024

Name: Lyle Roger Harrison
Attorney For: Pro Se
Address: 1223 Allen Street
City: Manitowoc, WI 54220
Telephone: 920.629.0771

551973

Appendix O - 35

THUNDERBIRD LIFETIME EMAIL

Lyle Harrison <lharrison@global.t-bird.edu>

Filing Returned for Envelope Number: 11477521 in Case: 2013CF47, PEOPLE VS. HARRISON, LYLE ROGER for filing Subpoena (to Issue)

1 message

no-reply@tylerhost.net <no-reply@tylerhost.net> Mon, Dec 14, 2020 at 9:16 PM
To: lharrison@global.t-bird.edu

ODYSSEY eFileIL™

Filing Returned

Envelope Number: 11477521
Case Number: 2013CF47
Case Style: PEOPLE VS. HARRISON, LYLE ROGER

The filing below has been reviewed and has been returned for further action. **Please refile with the corrections outlined below.** Please, contact the appropriate court help center for further information.

Return Reason(s) from Clerk's Office	
Court	File & Serve
Returned Reason	Rejected
Returned Comments	Rejected pending further order of the court.

Document Details	
Case Number	2013CF47
Case Style	PEOPLE VS. HARRISON, LYLE ROGER
Date/Time Submitted	12/14/2020 10:58 AM CST
Filing Type	EFileAndServe
Filing Description	Subpoena to Moultrie County Sheriff's Office(Record keeping) in Moultrie County Illinois 1505 West Hagerman Street, Sullivan Illinois
Activity Requested	Subpoena (to Issue)
Filed By	Lyle Harrison
Filing Attorney	

State of Illinois
In the Circuit Court of Judicial Circuit #6
Moultrie County

Partition
HUGGINS, CHARLOTTE HARRISON ET AL P 001 }
VS. } Case number: 2011-CH-000027
HARRISON, ROGER LYLE SR ET AL D 001 }

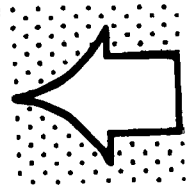
Notice to:

HARRISON, LYLE ROGER		
1007 ASHLAND AVE		EVANSTON, IL 60202-0000
RUNYON, CRAIG W	(delivery via email)	
225 N WATER ST SUITE 301		DECATUR, IL 62523-0000
WOOD, STEVEN K		
200 WEST HARRISON		SULLIVAN, IL 61951-0000

Take notice that the following entry was made on Wednesday, October 26, 2016

DLF

Defendant Lyle Roger Harrison's Motion to Vacate Default Judgment and Motion for Leave to File Amended Answer Third Party Claims and Counterclaims on file. The Court has had the opportunity to review Defendant Lyle Roger Harrison's motion to vacate and motion for leave to file and finds that said motions are nonsensical and must be stricken. The Clerk advises that on October 25, 2016, the clerk was in receipt of a mailing containing voluminous proposed attachments to the motion to vacate filed October 24, 2016. The Court directs the clerk to reject said proposed attachments and to make same available for the Defendant's physical pick up from the office of the circuit clerk. Because of the voluminous nature of the exhibits and the attendant cost of return to Defendant by mail, the Clerk is relieved from said duty. Clerk directed to provide a copy of this entry to counsel of record and Defendant Lyle Roger Harrison.



/s/Cynthia J Braden, Circuit Clerk (CSH)

Circuit Clerk, Cynthia J Braden

This notice mailed on Wednesday, October 26, 2016.

Christa Helmuth

Deputy

HARRISON, LYLE ROGER
1007 ASHLAND AVE
EVANSTON, IL 60202-0000

CSH

Appendix Q - 37

THUNDERBIRD LIFETIME EMAIL

Lyle Harrison <lharrison@global.t-bird.edu>

Filing Returned for Envelope Number: 11567423 in Case: 2013CF47, PEOPLE VS. HARRISON, LYLE ROGER for filing Subpoena (to Issue)

1 message

no-reply@tylerhost.net <no-reply@tylerhost.net> Tue, Dec 22, 2020 at 7:17 PM
To: lharrison@global.t-bird.edu

ODYSSEY eFileIL™

Filing Returned

Envelope Number: 11567423
Case Number: 2013CF47
Case Style: PEOPLE VS. HARRISON, LYLE ROGER

The filing below has been reviewed and has been returned for further action. **Please refile with the corrections outlined below.** Please, contact the appropriate court help center for further information.

Return Reason(s) from Clerk's Office	
Court	File & Serve
Returned Reason	Rejected
Returned Comments	No rejection comment was provided. Please contact the court into which you are filing for more information.

Document Details	
Case Number	2013CF47
Case Style	PEOPLE VS. HARRISON, LYLE ROGER
Date/Time Submitted	12/19/2020 3:48 AM CST
Filing Type	EFileAndServe
Filing Description	subpoena: Judge Richard L. Broch as a trial witness
Activity Requested	Subpoena (to Issue)
Filed By	Lyle Harrison
Filing Attorney	

Appendix R - 38

THUNDERBIRD LIFETIME EMAIL

Lyle Harrison <lharrison@global.t-bird.edu>

Filing Returned for Envelope Number: 11567424 in Case: 2013CF47, PEOPLE VS. HARRISON, LYLE ROGER for filing Subpoena (to Issue)

1 message

no-reply@tylerhost.net <no-reply@tylerhost.net> Tue, Dec 22, 2020 at 7:17 PM
To: lharrison@global.t-bird.edu

ODYSSEY eFileIL™

Filing Returned

Envelope Number: 11567424
Case Number: 2013CF47
Case Style: PEOPLE VS. HARRISON, LYLE ROGER

The filing below has been reviewed and has been returned for further action. **Please refile with the corrections outlined below.** Please, contact the appropriate court help center for further information.

Return Reason(s) from Clerk's Office	
Court	File & Serve
Returned Reason	Rejected
Returned Comments	No rejection comment was provided. Please contact the court into which you are filing for more information.

Document Details	
Case Number	2013CF47
Case Style	PEOPLE VS. HARRISON, LYLE ROGER
Date/Time Submitted	12/19/2020 3:51 AM CST
Filing Type	EFileAndServe
Filing Description	Subpoena Judge Jeremy Richey as a Witness in Criminal Case 13CF47
Activity Requested	Subpoena (to Issue)
Filed By	Lyle Harrison
Filing Attorney	

Appendix S - 39

THUNDERBIRD LIFETIME EMAIL

Lyle Harrison <lharrison@global.t-bird.edu>

Filing Returned for Envelope Number: 11567425 in Case: 2013CF47, PEOPLE VS. HARRISON, LYLE ROGER for filing Subpoena (to Issue)

1 message

no-reply@tylerhost.net <no-reply@tylerhost.net> Tue, Dec 22, 2020 at 7:18 PM
To: lharrison@global.t-bird.edu

ODYSSEY eFileIL™

Filing Returned

Envelope Number: 11567425
Case Number: 2013CF47
Case Style: PEOPLE VS. HARRISON, LYLE ROGER

The filing below has been reviewed and has been returned for further action. **Please refile with the corrections outlined below.** Please, contact the appropriate court help center for further information.

Return Reason(s) from Clerk's Office	
Court	File & Serve
Returned Reason	Rejected
Returned Comments	No rejection comment was provided. Please contact the court into which you are filing for more information.

Document Details	
Case Number	2013CF47
Case Style	PEOPLE VS. HARRISON, LYLE ROGER
Date/Time Submitted	12/19/2020 4:03 AM CST
Filing Type	EFileAndServe
Filing Description	Subpoena Prosecutor Charles R. Zalar as a Witness in Criminal Case 13CF47
Activity Requested	Subpoena (to Issue)
Filed By	Lyle Harrison
Filing Attorney	

Appendix T - 40

THUNDERBIRD LIFETIME EMAIL

Lyle Harrison <lharrison@global.t-bird.edu>

Filing Returned for Envelope Number: 11567426 in Case: 2013CF47, PEOPLE VS. HARRISON, LYLE ROGER for filing Subpoena (to Issue)

1 message

no-reply@tylerhost.net <no-reply@tylerhost.net> Tue, Dec 22, 2020 at 7:18 PM
To: lharrison@global.t-bird.edu

ODYSSEY eFileIL™

Filing Returned

Envelope Number: 11567426
Case Number: 2013CF47
Case Style: PEOPLE VS. HARRISON, LYLE ROGER

The filing below has been reviewed and has been returned for further action. **Please refile with the corrections outlined below.** Please, contact the appropriate court help center for further information.

Return Reason(s) from Clerk's Office	
Court	File & Serve
Returned Reason	Rejected
Returned Comments	No rejection comment was provided. Please contact the court into which you are filing for more information.

Document Details	
Case Number	2013CF47
Case Style	PEOPLE VS. HARRISON, LYLE ROGER
Date/Time Submitted	12/19/2020 4:21 AM CST
Filing Type	EFileAndServe
Filing Description	Subpoena to Public Defender Attorney Twila Jeannine Garrett to testify as a witness in Criminal Case 13CF47
Activity Requested	Subpoena (to Issue)
Filed By	Lyle Harrison
Filing Attorney	

No. 123568

IN THE
SUPREME COURT OF ILLINOIS

Lyle Roger Harrison, Complainant, vs. RICHARD L. BROCH, in his Individual Capacity and in his Office Capacity as Chief Judge of the 6th Judicial Circuit, JEREMY RICHEY in his Individual Capacity and in his Official Capacity as Moultrie States Attorney, JOHN LUCAS MCNEILL in his Individual Capacity and in his Official Capacity as Appellate Prosecutor, and CYNTHIA J. BRADEN, in her Individual Capacity and in Her Official Capacity as Moultrie County Circuit Clerk, Respondents.	) APPEAL FROM MOULTRIE) CASES 11CH27, 13P26, & 13CF4747) MOTION FOR COMPLAINT) FOR *MANDAMUS*

OBJECTION TO MOTION FOR LEAVE TO FILE
A COMPLAINT FOR WRIT OF MANDAMUS

NOW COMES the Respondent, Jeremy Richey, by his attorneys, O'Halloran, Kosoff, Geitner & Cook, LLC, and for his objection to Petitioner's Motion for Leave to File a Complaint for Writ of Mandamus, states as follows:

1. Petitioner, Lyle Roger Harrison, has filed a Motion for Leave to File a Petition for Writ of Mandamus pursuant to Supreme Court Rule 381(a) against Respondent, Moultrie County State's Attorney, Jeremy Richey (hereinafter "Richey"), among others, The motion should be denied as Petitioner has utterly failed to

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5/18/2018 11:08 AM
Carolyn Taft Grosboll
SUPREME COURT CLERK

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demonstrate an entitlement to this extraordinary relief, the issues about which he complains can be addressed, or could have been addressed, in the underlying matters, and plaintiff is attempting to usurp the normal appellate process.

2. Supreme Court Rule 381(a) provides that:

> Proceedings in the supreme court in original actions in cases relating to revenue, mandamus, prohibition, or habeas corpus, and as may be necessary to the complete determination of any case on review, shall be instituted by filing a motion, supported by explanatory suggestions, for leave to file a complaint seeking appropriate relief. Only issues of law will be considered. The proposed complaint shall be sworn to and shall contain or have attached to it the lower court records or other pertinent material that will fully present the issues of law.

Ill. Sup. Ct. Rule 281(a).

3. A writ of mandamus is issued as an exercise of judicial discretion only when the plaintiff can demonstrate a clear right to this extraordinary relief. *White v. Board of Appeals of Cook County*, 45 Ill.2d 378, 381-82, 259 N.E.2d 51, 53 (1970). The court on an action for mandamus will consider only questions of law. Therefore, if factual questions are present, mandamus is inappropriate. *Touhy v. State Bd. of Elections*, 62 Ill.2d 303, 312, 342 N.E.2d 364, 369 (1976). The petitioner in a mandamus action has the burden of establishing every material fact necessary to show the plain duty of the respondent before a court will interfere. *Machinis v. Board of Election Commissioners for City of Chicago*, 164 Ill.App.3d 763, 767, 518 N.E.2d 270, 273 (1st Dist. 1987). Mandamus is not to be used as a substitute for appeal, nor can it be used to circumvent the normal appellate process. *Int'l Harvester Co. v. Goldenhersh*, 86 Ill.2d 366, 369, 427 N.E.2d 158, 159 (1981). Mandamus may not issue to compel action that is discretionary. *People v.*

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Schyve, 112 Ill.App.3d 777, 780, 445 N.E.2d 1260, 1263-64 (1st Dist. 1983). It may not be used to direct or alter the manner in which discretion is to be exercised. To do so would be to substitute a court's judgment for that of the public official, and that is not permitted. *Freeman v. Lane*, 129 Ill.App.3d 1061, 1063, 473 N.E.2d 584, 586 (3d Dist. 1985). Mandamus does not lie to correct an act involving the exercise of judgment or discretion, even if erroneous. *Daley v. Hett*, 113 Ill.2d 75, 80, 495 N.E.2d 513, 515-16 (1986).

4. Petitioner's motion should be denied. Petitioner utterly fails to establish that he is entitled to the extraordinary relief of mandamus. Petitioner has failed to demonstrate that only questions of law are involved, and he has failed to establish every material fact necessary to show that Richey has a clear duty to take the actions requested in the petition. Petitioner is also improperly using mandamus as a vehicle to usurp the normal appellate process and to compel discretionary actions of a public official.

5. The proposed petition as to Richey requests that he be compelled to: (1) Dismiss criminal case 13-CF-47, pending in Moultrie County; (2) Award sanctions of $109,000 to Petitioner for having to file an appeal; (3)"[R]eturn a Stolen Trust check of +$17,300;" (4) Arrest Amy and Floyd Willoughby for trust theft; (5) Arrest attorney Robert V. Elder and begin criminal trial; (6) Arrest Judge Dan L. Flannell and begin criminal trial; (7) Arrest Judge Richard Broch and begin criminal trial; (8) Arrest Moultrie Treasurer, Marci Thompson, "for knowingly, intentionally, and deliberately changing the names on Trust farmland from dead people paying no taxes;" and (9)

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Remove the Willoughby's farmer from all Trust property." (Proposed Petition, pp. 46-47).

6. The request for leave to file a writ should be denied. The proposed petition seeks to mandate actions which are within the discretion of the State's Attorney. The proposed petition involves questions of fact and is an attempt to usurp the appellate process. Moreover, Richey is not even prosecuting the criminal case about which plaintiff complains. Attached to this objection is a motion which was filed by Richey requesting the appointment of a Special Prosecutor in case number 2013-CF-47 as well as the order of the court appointing a Special Prosecutor. (See Exhibit "A"). Richey cannot be ordered to dismiss case number 2013-CF-47 when he is not prosecuting said case. Any request for sanctions against Richey and requests for directives against him relating to the prosecution of the criminal case are not only improper attempts to circumvent proper appellate procedure and compel discretionary acts, but would be ineffectual as Richey is not prosecuting the case. Further, Petitioner has had ample opportunity to address issues relating to the criminal case before the trial and appellate courts. His conviction in the criminal matter was recently overturned by the appellate court on the basis that plaintiff was denied the opportunity to represent himself, but the court allowed retrial because the record contained sufficient evidence to support the convictions. A petition for leave to appeal to this court was denied. *People v. Harrision,* 2017 Il App (4th) 170100-U, *petition for leave to appeal denied,* 95 N.E.2d 481 (2018)(table). Petitioner is also requesting that Richey be directed to arrest and criminally prosecute various persons. These are improper requests for relief under Rule

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381 as the Court cannot order discretionary acts, and the petitioner has failed to establish that he has any right to such extraordinary relief.

7. In sum, Petitioner's motion should be denied. He has failed to establish that he is entitled to any relief under Supreme Court Rule 381.

WHEREFORE, Respondent, Jeremy Richey, respectfully requests that this Honorable Court deny the Motion for Leave to File a Complaint for Writ of Mandamus.

RESPONDENT, JEREMY RICHEY

By: *s/Jane M. May*
One of Respondent' s Attorneys

Jane M. May, #6207760
O'Halloran Kosoff Geitner & Cook, LLC
650 Dundee Road, Suite 475
Northbrook, Illinois 60062
Telephone: (847) 291-0200
Facsimile: (847) 291-9230
Email: jmay@okgc.com

SUBMITTED - 1082654 - Jane May - 5/18/2018 11:08 AM

No. 123568

IN THE
SUPREME COURT OF ILLINOIS

Lyle Roger Harrison, Complainant, vs. RICHARD L. BROCH, in his Individual Capacity and in his Office Capacity as Chief Judge of the 6th Judicial Circuit, JEREMY RICHEY in his Individual Capacity and in his Official Capacity as Moultrie States Attorney, JOHN LUCAS MCNEILL in his Individual Capacity and in his Official Capacity as Appellate Prosecutor, and CYNTHIA J. BRADEN, in her Individual Capacity and in Her Official Capacity as Moultrie County Circuit Clerk, Respondent.	) APPEAL FROM MOULTRIE) CASES 11CH27, 13P26, & 13CF4747) MOTION FOR COMPLAINT) FOR *MANDAMUS*

CERTIFICATE OF SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.

On May 18, 2018, I electronically filed Jeremy Richey's Objection to Motion for Leave to File a Complaint for Writ of Mandamus with the Clerk of Court of the above named Court and served copies of same to the following party(ies) of record:

See attached service list

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via U.S. mail by placing true and correct copies of the same in envelopes addressed as set forth on the attached service list with sufficient postage, and by placing said envelopes in the U.S. mail on May 18, 2018 at 650 Dundee Road in Northbrook, Illinois at or about the hour of 5:00 p.m.

RESPONDENT, JEREMY RICHEY

By: *s/Jane M. May*
One of Their Attorneys

Jane M. May, #6207760
O'Halloran Kosoff Geitner & Cook, LLC
650 Dundee Road, Suite 475
Northbrook, Illinois 60062
Telephone: (847) 291-0200
Facsimile: (847) 291-9230
Email: jmay@okgc.com

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5/18/2018 11:08 AM
Carolyn Taft Grosboll
SUPREME COURT CLERK

SUBMITTED - 1082654 - Jane May - 5/18/2018 11:08 AM

SERVICE LIST

Lyle Roger Harrison
1223 Allen Street
Manitowoc, WI 54220

Appellate Prosecutor Jon Lucas McNeill
725 S. Second Street
Springfield, Illinois 62704
lmcneill@ilsaap.org
217/782-8076

The Honoralbe Judge Richard L. Broch
Douglas County Courthouse
401 S. Center Street
Tuscola, Illinois 61953
rbroch@illinoiscourts.gov
217/253-4121

Cynthia J. Braden, Moultrie County Courthouse
10 S. Main Street
Sullivan, Illinois 61951
cbraden@circuit-clerk.moultrie.il.us
217/782-2586

Attorney Craig Runyon
Samuels, Miller, Jackson & Sly LLP
225 N. Water Street, Suite 301
P.O. Box 1400
Decatur, Illinois 62525
runyon@samuelsmiller.com
217/425-6313

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COPY

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
MOULTRIE COUNTY, ILLINOIS

FILED
SIXTH JUDICIAL CIRCUIT
OCT 17 2014
Cynthia J. Rea
CIRCUIT CLERK
MOULTRIE COUNTY, ILLINOIS

THE PEOPLE OF THE STATE OF ILLINOIS,)
)
-vs-) No. 2013-CF-47
)
Lyle R. Harrison)
Defendant.)

MOTION FOR APPOINTMENT OF SPECIAL PROSECUTOR

COMES NOW Moultrie County State's Attorney, Jeremy Richey, and pursuant to the provisions of 55 ILCS 5/3-9008 moves for the appointment of a Special Prosecutor in this case. The prosecution of the defendant by the State's Attorney's Office could be a conflict of interest for the office, or alternatively, could create the appearance of an impropriety. It is in the interest of justice that a Special Prosecutor be appointed to avoid any such appearance. In this particular case the reason for requesting the appointment of a Special Prosecutor is:

Defendant states he is preparing a federal lawsuit against this prosecutor. See 10/8/14 filing in 13-L-7.

WHEREFORE, the People pray for the appointment of a Special Prosecutor.

Signature — 10/17/2014 Date

Jeremy Richey
State's Attorney

Exhibit A

SUBMITTED - 1082654 - Jane May - 5/18/2018 11:08 AM

COPY

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE Sixth JUDICIAL CIRCUIT
Moultrie COUNTY, ILLINOIS

FILED
SIXTH JUDICIAL CIRCUIT
OCT 27 2014
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

THE PEOPLE OF THE STATE OF ILLINOIS,)
)
-vs-) No. 13-CF-47
)
Lyle R. Harrison)
,)
Defendant.)

ORDER APPOINTING SPECIAL PROSECUTOR

This cause comes on for hearing on the Motion of the State's Attorney for the appointment of a Special Prosecutor, and the Court having examined the Motion, and being fully advised in the premises, FINDS pursuant to the provisions of 55 ILCS 5/3-9008 that the interest of justice requires the appointment of a Special Prosecutor. The Court further finds that the subject matter of this case involves the offenses of Theft (Three Counts).

IT IS THEREFORE ORDERED: That the State's Attorney's Motion for the Appointment of a Special Prosecutor is GRANTED.

A. The Court hereby requests the Office of the State's Attorneys Appellate Prosecutor to accept the appointment of Special Prosecutor in this cause. Further, if accepted, the Court further requests that the Director of the Office of the State's Attorneys Appellate Prosecutor designate an attorney or attorneys employed by the agency to serve as Special Prosecutor(s) for this cause. Such designated attorney or attorneys shall file their entry of appearance(s) in this cause by filing their oath(s) of office with the Circuit Clerk of this Court.

B. In further accordance with the statute, the filing of the oath of office shall constitute a recognition and acknowledgment that service as the Special Prosecutor is at the pleasure of the Illinois Attorney General, who may substitute her office as Special Prosecutor as provided by law.

C. The State's Attorney's Office of Moultrie County is directed to deliver to the Special Prosecutor all documents, reports or other information related to this case.

DATE: Oct. 27, 2014 ENTER: Richard L. Brad
JUDGE

Exhibit A

EXHIBIT
25

Okaw Farmer's COOP, Inc.
P.O.Box 31
101 N. Al Best Drive
Lovington, Illinois 61937-0031
Ph.217-873-4301

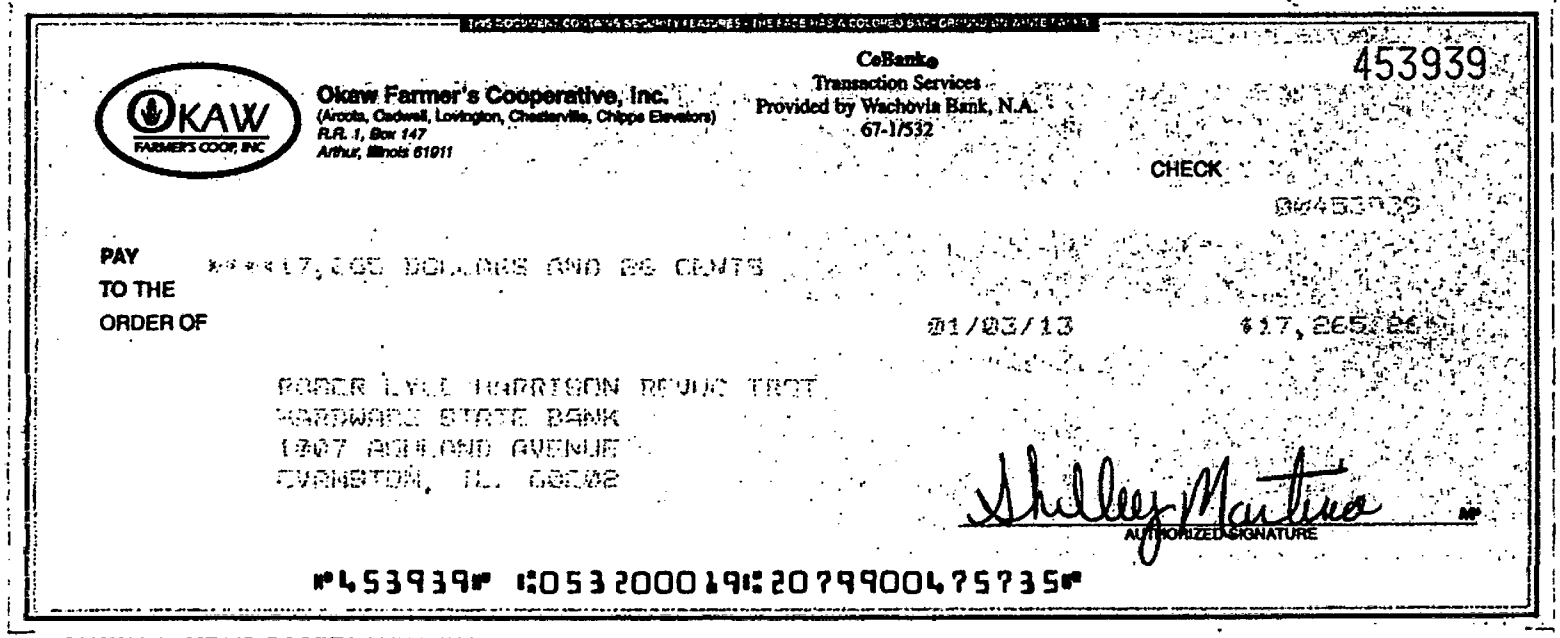
January 16, 2013

Lyle Harrison
1007 Ashland Avenue
Evanston, Illinois 60202

Lyle,

After hearing the opinion of an attorney and talking to the Assistant States Attorney about the check Okaw Farmers issued to the Hardware State Bank on behalf of Roger Lyle Harrison Revoc. Trust, Okaw Farmers followed the court order dated December 11,2012 and signed by Judge Dan Flannel. If you feel this was done in error, have your attorney contact the Hardware State Bank.

Gary P. Smith
Gary P. Smith
Okaw Farmers Coop.



THIS DOCUMENT CONTAINS SECURITY FEATURES - THE FACE HAS A COLORED BACKGROUND ON WHITE PAPER

OKAW FARMER'S COOP, INC.

Okaw Farmer's Cooperative, Inc.
(Arcola, Cadwell, Lovington, Chesterville, Chippe Elevators)
R.R. 1, Box 147
Arthur, Illinois 61911

CoBank
Transaction Services
Provided by Wachovia Bank, N.A.
67-1/532

453939

CHECK

0453939

PAY TO THE ORDER OF

*****17,265 DOLLARS AND 26 CENTS

01/03/13

$17,265.26

ROGER LYLE HARRISON REVOC TRST
HARDWARE STATE BANK
1907 ROLAND AVENUE
EVANSTON, IL 60202

Shelley Martinez
AUTHORIZED SIGNATURE

⑈453939⑈ ⑆053200019⑆ 20799004757 35⑈

OKAW FARMER'S COOPERATIVE, INC.

01/03/13 CHECK 453939

GR464

OKAW FARMER'S COOP, INC.
BOX 31 LOVINGTON, IL 61937
GRAIN SETTLEMENT OF CORN

DATE 01/03/1:
TIME 11:32:3:

ROGER LYLE HARRISON REVOC TRST CUSTOMER # 369420
HARDWARE STATE BANK
1007 ASHLAND AVENUE
EVANSTON, IL. 60202

		BUSHEL														ORG SHARE
REC DATE	TICKET #	GROSS	SHRINK	NET	TEST	WEIGHT	MOISTURE		P.M.		REG.	DAMAGE	HEAT	DAMAGE	FARM ID	OF TICKET
11/05/12	552965.01	493.21	9.67	483.55	56.0	0.00	15.9	0.00	0.0	0.00	0.0	0.00	0.0	0.00		100.0000% AVER
11/05/12	552967.01	1098.21	10.76	1087.45	56.0	0.00	15.2	0.00	0.0	0.00	0.0	0.00	0.0	0.00		100.0000% AVER
11/05/12	552972.01	1121.79	14.13	1107.65	56.0	0.00	15.4	0.00	0.0	0.00	0.0	0.00	0.0	0.00		100.0000% AVER
11/06/12	552988.01	21.62	0.27	21.35	56.0	0.00	15.4	0.00	0.0	0.00	0.0	0.00	0.0	0.00		100.0000% AVER
11/06/12	552988.02	1.24	0.02	1.22	56.0	0.00	15.4	0.00	0.0	0.00	0.0	0.00	0.0	0.00		100.0000% AVER
			AVERAGE		56.0		15.4		0.0		0.0		0.0			

TICKET #	PL/CON #	BUSHEL	-PRICE-	DISCOUNT	STORAGE	-NET/BU	TOTAL				
							GROSS	FEE	DISCOUNT	STORAGE	NET AMT
552965.01	013873	483.55	6.6100	0.0000	0.1800	6.4300	3196.25	3.02	0.00	87.04	3106.19 LOV
552967.01	013873	1087.45	6.6100	0.0000	0.1800	6.4300	7188.06	6.80	0.00	195.74	6985.52 LOV
552972.01	013873	1107.65	6.6100	0.0000	0.1800	6.4300	7321.57	6.92	0.00	199.38	7115.27 LOV
552988.01	013873	21.35	6.6100	0.0000	0.1799	6.4301	141.12	0.13	0.00	3.84	137.15 LOV
552988.02		1.22	6.9300	0.0000	0.1804	6.7496	8.45	0.01	0.00	0.22	8.22 LOV
	CUSTOMER ACCOUNT										-87.09
TOTALS		2701.22					17855.45	16.88	0.00	486.22	$17265.26

SETTLEMENT # 9956

CHECK # 95-3939

COPY 3

PRICE PER BUSHEL

SPOT SALE 1.22 bushels @ $ 6.9300
CONTRACT# 13873 2,700.00 bushels @ $ 6.6100

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
MOULTRIE COUNTY, ILLINOIS

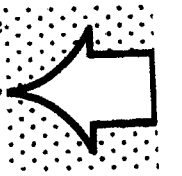
CHARLOTTE HARRISON HUGGINS, CYNTHIA H. PETERS, SHIRLEY H. COOPER f/k/a SHIRLEY A. HUGGINS, Plaintiffs,	)	
vs.	)	No. 11-CH-27
ROGER LYLE HARRISON, SR., CLARA HARRISON KARBINE, JANET HARRISON CROME, ROGER HARRISON, JR., JOHANNA HARRISON FICKETT, LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, BETH JOHANNA HARRISON, PETER ANDREW HARRISON, and UNKNOWN OWNERS, if any, Defendants.	)	

FILED
SIXTH JUDICIAL CIRCUIT
DEC 11 2012
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

ORDER REQUIRING TURNOVER OF 2012 CROP AND FARM ACCOUNTS TO HARDWARE STATE BANK

THIS MATTER came for hearing on November 29, 2012 on Plaintiffs' Motion for Turnover of 2012 Crop and Farm Accounts to Hardware State Bank. Due notice was given to all parties in open court at prior proceedings conducted on November 15, 2012. The Plaintiffs appeared by their legal counsel, Craig W. Runyon of Samuels, Miller, Schroeder, Jackson & Sly, LLP. Defendants did not appear in court personally, nor did they appear through legal counsel. The Court, having reviewed the Motion, heard the statement of Plaintiffs' counsel, noting that no objections to the Motion have been interposed, and otherwise being fully advised in the premises, finds that the entry of this Order is necessary, warranted, and just.

WHEREFORE IT IS ORDERED THAT Defendants or any entities controlled by any of the Defendants, individually or collectively, shall immediately turn over to the Hardware State Bank, in its capacity as farm manager and receiver:



A. All of the 2012 crop in whatever form it presently exists;

B. Any and all deposit accounts and monies held in connection with the farmland subject to the case at bar; and

C. All records of the amount of grain harvested for the 2012 crop.

ENTER: December 11, 2012

JUDGE

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
MOULTRIE COUNTY

THE PEOPLE OF THE STATE OF ILLINOIS)
)
-vs-) 13- CF - 47
)
LYLE ROGER HARRISON,)
(DOB 06/20/73, W/M))
Defendant.)

FILED
SIXTH JUDICIAL CIRCUIT
OCT 03 2013
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

INFORMATION

The State's Attorney of Moultrie County charges:

That on or about September 28, 2013 in Moultrie County, Illinois

LYLE ROGER HARRISON Committed the offense of

THEFT

in that the said Defendant, or one for whose conduct he is legally accountable,

knowingly obtained or exerted unauthorized control over property of Floyd M. Willoughby and Amy Lou Willoughby (as Co-Trustees under The Floyd M. Willoughby and Amy Lou Willoughby Declaration of Trust dated September 18, 1997), said property being corn grain, having a total value in excess of $10,000.00 but less than $100,000, intending to deprive said owners permanently of the use or benefit of the property,

in violation of SECTION 16-1(a)(1)(A) of ACT 5, of CHAPTER 720, Illinois Compiled Statutes of said State.

Class 2 Felony

JEREMY RICHEY
Moultrie County State's Attorney

STATE OF ILLINOIS)
) SS
COUNTY OF MOULTRIE)

The undersigned, on oath, states that the facts set forth in the foregoing Information are true in substance according to the best of his information and belief.

State's Attorney

SWORN TO before me October 3, 2013.

Karen J Reed Notary Public

"OFFICIAL SEAL"
KAREN J REED
NOTARY PUBLIC, STATE OF ILLINOIS
MOULTRIE COUNTY
MY COMMISSION EXPIRES 01-18-2017

Appendix X - 57

PS01/2000

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
MOULTRIE COUNTY

THE PEOPLE OF THE STATE OF ILLINOIS
vs.

No. 13-CF-47

LYLE ROGER HARRISON
(Defendant)
1007 Ashland Ave.
Evanston, IL 60202

WARRANT OF ARREST

TO ALL PEACE OFFICERS OF THE STATE OF ILLINOIS:

You are hereby commanded to arrest Lyle Roger Harrison (Name) M (Sex M/F) 06-20-1973 (Date of Birth) and bring said person without unnecessary delay before the Honorable Presiding Judge of the Circuit Court of the Sixth Judicial Circuit, Moultrie County, in the courtroom usually occupied by him in the Moultrie County Courthouse in the City of Sullivan, or if he is absent or unable to act, before the nearest or most accessible court in said County, to answer a charge made against said person for the offense of Theft

and hold said person to bail.

To be marked by issuing judge.
Limitations on Warrant:
[X] No geographical limits;
[ ] Geographical limits apply.
[ ] Any jurisdiction within the State of Illinois;
[ ] All areas in Illinois south of I-80 and north of I-64.

The amount of bail is $ [illegible].

ISSUED AT MOULTRIE COUNTY, ILLINOIS, this 7 day of [illegible], [illegible].

(Judge)

Don L. Flannell

State of Illinois, County of Moultrie

RETURN OF SERVICE

I have executed the within Warrant by arresting the within-named defendant. In accordance with the provisions of 725 ILCS 5/110-9, defendant released on bail in Sum of $_____, with security: _____ (Description of Security)

(Surety: _____ (Name) _____ (Address))

this _____ day of _____, _____, to appear in court on the _____ day of _____, _____, at _____ .M.

FEES: Service and Return $ _____; Mileage (_____ mi. @ _____) $ _____; TOTAL: $ _____

Mary Eddy #221
(Signature)

Moultrie County Sheriff's Dept.
(Official Capacity)

COURT COPY-White **PEACE OFFICER'S COPY- Canary** **DEFENDANT'S COPY-Pink**

PS01/2000

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
MOULTRIE COUNTY

THE PEOPLE OF THE STATE OF ILLINOIS
vs.

No. 13-CF-47

Lyle Roger Harrison
(Defendant)

1007 Ashland Ave
Evanston, IL 60202

1223 Allen Street
Manitowoc, WI 54220

ORIGINAL - RETURN TO MOULTRIE COUNTY CIRCUIT CLERK AFTER SERVICE

WARRANT OF ARREST

TO ALL PEACE OFFICERS OF THE STATE OF ILLINOIS:

You are hereby commanded to arrest Lyle Roger Harrison (Name) M (Sex M/F) 06/20/1973 (Date of Birth) and bring said person without unnecessary delay before the Honorable Presiding Judge of the Circuit Court of the Sixth Judicial Circuit, Moultrie County, in the courtroom usually occupied by him in the Moultrie County Courthouse in the City of Sullivan, or if he is absent or unable to act, before the nearest or most accessible court in said County, to answer a charge made against said person for the offense of FTA - Sentencing Theft in excess of $10,000 but less than $100,000

and hold said person to bail.

To be marked by issuing judge.
Limitations on Warrant:
[X] No geographical limits;
[ ] Geographical limits apply.
[ ] Any jurisdiction within the State of Illinois;
[ ] All areas in Illinois south of I-80 and north of I-64.

The amount of bail is $ 500,000 .

ISSUED AT MOULTRIE COUNTY, ILLINOIS, this 2nd day of February , 2017 .

Richard L. Broch

Hon. Richard L. Broch, presiding
(Judge)

State of Illinois, County of Moultrie

RETURN OF SERVICE

I have executed the within Warrant by arresting the within-named defendant. In accordance with the provisions of 725 ILCS 5/110-9, defendant released on bail in Sum of $_____ , with security: _____
(Description of Security)

(Surety: _____ _____)
(Name) (Address)

this _____ day of _____ , _____ , to appear in court on the _____ day of _____ , _____ , at _____ .M.

FEES: Service and Return $ _____ ; Mileage (_____ mi. @ _____) $ _____ ; TOTAL: $ _____

_____
(Signature)

_____
(Official Capacity)

C1010

COURT COPY-White | PEACE OFFICER'S COPY- Canary | DEFENDANT'S COPY-Pink

ORIGINAL - RETURN TO
MOULTRIE COUNTY CIRCUIT CLERK
AFTER SERVICE

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT

MOULTRIE COUNTY

THE PEOPLE OF THE STATE OF ILLINOIS

vs. No. 13-CF-47

Lyle R. Harrison (DOB: 06-20-1973),
Defendant

MITTIMUS ON SENTENCE TO JAIL

TO THE SHERIFF OF MOULTRIE COUNTY:

Whereas Lyle R. Harrison has been convicted of the offense of

Theft in excess of $10,000 but less than $100,000,

as set forth in the charge on file in this cause, and it further appearing that said defendant has been sentenced to imprisonment in the County Jail of Moultrie County for the period of 180 days with credit for 2 days previously served: 50 days to be served instanter with 130 days held in abeyance subject to later date remission hearing on October 10, 2019 at 9:00 a.m. or until discharged by due process of law.

You are hereby commanded forthwith to take said defendant from the bar of this Court to the County Jail of Moultrie County, and you as warden of said jail are hereby commanded to take the body of said defendant and confine him in said County Jail in safe and secure custody until discharged by due process of law.

ISSUED AT Sullivan, Moultrie County, Illinois, on February 2, 2017.
(Date)

Richard L. Broch
(Signature)

Hon. Richard L. Broch, presiding
(Official Capacity)

C1011

We the jury, find the defendant, Lyle Roger Harrison, guilty of Theft of Property, of the Floyd M. Willoughby and Amy Lou Willoughby (as Co-Trustees under the Floyd M. Willoughby and Amy Lou Willoughby Declaration of Trust dated September 18, 1997) and Donald Cochran, said property being corn grain, having a total value in excess of $10,000.00 but less than $100,000.00, intending to deprive said owners permanently of the use or benefit of the property.

Foreperson

We the jury, find the defendant, Lyle Roger Harrison, guilty of Theft of Property, by knowingly obtaining and exerting unauthorized control property of Donald Cochran, said property being corn grain, having a total value in excess of $500.00 but less than $10,000.00, intending to deprive said owners permanently of the use or benefit of the property.

Foreperson

IN THE CIRCUIT COURT
FOR THE SIXTH JUDICIAL CIRCUIT OF ILLINOIS
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, Co-Trustees	)	
Plaintiffs,	)	
vs.	)	No. 13-L-7
LYLE ROGER HARRISON, ROGER LYLE HARRISON, ANDREW LUX HARRISON, LUX HARRY HARRISON, and PETER ANDREW HARRISON,	)	
Defendants.	)	

MOTION OF ROBERT V. ELDER TO QUASH SUBPOENA

Now comes ROBERT V. ELDER, by undersigned counsel, and having received service of a "Subpoena – General" under the above caption, calling for his appearance before the Honorable Richard Broch for a hearing in Sullivan, Illinois, on November 21, 2014 at 1:00 p.m., moves to quash said Subpoena, and in support, states:

1. The only matters scheduled for hearing before Judge Broch on November 21, 2014 at 1:00 p.m. are Motions for Summary Judgment; (b) Motions to Dismiss with regard to certain Counterclaims, and (c) Rules to Show Cause.

2. A hearing on a Motion for Summary Judgment does not contemplate the taking of evidence or the production of documents since the Code of Civil Procedure specifically directs the Court to base its decision on " . . . the pleadings, depositions, and admissions on file, together with the Affidavits, if any . . ." As Justice Jones has stated: "Summary judgment procedure is not designed to try an issue of fact but

rather to determine whether one exists." *Fletcher v. Boxx*, 10 Ill. App. 3d 928, 929 (5th Dist., 1973.) The opinion of Justice Nash in *Glen Ellyn Savings & Loan Association vs. State Bank of Geneva*, 65 Ill. App. 3d 916, 924 (2nd Dist., 1978) notes:

> "Nor is there any merit to Nilles' contention that it should have been permitted to present evidence by the examination of witnesses and introduction of documents at the hearing of the motion for summary judgment. It is well established that the purpose of summary judgment is not to try a disputed issue of fact but to determine whether genuine issue as to material in fact exist . . . and the summary judgment process provided by (the Code of Civil Procedure) . . . does not contemplate a trial in the traditional sense."

3. Motions to dismiss directed to pleadings do not ever contemplate the taking of evidence or the presentation of testimony at a hearing on the motion, which must stand or fall based on the fundamental principle that the facts to be considered by the Court in ruling on a motion to dismiss are established by the pleading being attacked, because the Court must accept as true all well pleaded facts in that pleading, and the Court cannot consider Affidavits, depositions or exhibits, let alone live testimony, when considering a motion to dismiss. *Johnson v. Nationwide Business Forms, Inc.*, 41 Ill. App. 3d 128, (1st Dist., 1977).

4. Mr. Elder cannot plausibly have any testimony to offer that could bear on or somehow be relevant to the Rules to Show Cause.

5. The service of the Subpoena was not accompanied by a witness fee. The witness fee is mandatory under statute (705 ILCS 35/4.3(a)) and Rule 237 and contempt proceedings cannot be pursued for the failure of a subpoenaed person to appear in response to a subpoena issued in a civil case where the statutory fee has not been paid. *People v Healey* 139 Ill. App. 363,364-365 (2nd Dist., 1908).

6. The subpoena was, based on the face of it, issued at the request of Defendant LYLE R. HARRISON, as it bears his signature as having effected service by certified mail, and no other person appears to have been involved in its issuance or service other than the ministerial participation by the Circuit Clerk whose signature and seal appear as part of the issuance of this Court's process in the form of the subpoena. Defendant LYLE R. HARRISON's conduct is no less than criminal contempt of this Court.

> "When the contempt consists of something done or omitted in the presence of the court, tending to impede or interrupt its proceedings or lesson its dignity or, out of its presence, in disregard or abuse of its process, or in doing some act injurious to a party protected by the order of the court, which has been forbidden by its order, the contempt proceeding which follows is punitive and the fine or imprisonment inflicted is by way of punishment for the wrong act and to vindicate the authority and dignity of the People as represented in and by their judicial tribunals." *Eastman v. Dole*, 213 Ill. App. 364, 367-368 (1st Dist., 1919)
>
> "In a civil contempt proceeding, the party litigant alone is interested in enforcement and as said litigant is satisfied, the contempt proceeding comes to an end. . . .
>
> Although the formulation of the distinction between the two types of contempt is reasonably well established in the decisions, the

> application of the particular distinction to a given set of facts is often indistinct and most imperceptible. (cite omitted). Indeed, it has been stated that the distinction can be found by looking at the purpose of the punishment imposed and if that purpose is purely punitive and imprisonment is for a definite term, then we have a criminal contempt. Whereas, when the punishment is remedial or coercive and one is committed to jail until compliance, it is a civil contempt. *American Cyanamid Co. v Rogers* 21 Ill. App. 3d 152, 154 (4th Dist., 1974)."
>
> Abuse of process is the misuse of legal process to accomplish some purpose outside the scope of the process itself. *Bonney v. King*, 201 Ill. 47, 50–51, 66 N.E. 377 (1903). The two distinct elements of an abuse of process claim are: (1) the existence of an ulterior purpose or motive and (2) some act in the use of process that is not proper in the regular course of proceedings. *Holiday Magic, Inc. v. Scott*, 4 Ill. App. 3d 962, 966 (1st Dist., 1972). Pleading must be distinguished from process. Pleadings are created and filed by the litigants. Process is issued by the court, under its official seal. 4 Ill. App. 3d at 968.

7. There is no possible legitimate basis in fact or in law for the issuance of the subpoena; it is wrongful; it is abuse of this Court's process, and it is therefore in indirect criminal contempt of this Court and should be punished with immediate imprisonment of Defendant LYLE R. HARRISON should he fail to articulate a legally sufficient reason why he caused the issuance and service of the subpoena, because that failure will demonstrate (a) the existence of an ulterior purpose or motive, and (b) the use of the process – causing the issuance and service of the subpoena when there is no reason to believe Mr. Elder might be properly called to give testimony in support of or in opposition to any matter before the Court on the date set forth of

November 21, 2014 – is indubitably not proper in the regular course of the proceedings to be heard on said date.

8. Attached as Exhibit A is a copy of the relevant subpoena.

WHEREFORE, Robert Elder, prays the Court will quash the subpoena issued at the instance of Defendant LYLE R. HARRISON and served upon Robert Elder by Defendant LYLE R. HARRISON calling upon Mr. Elder to appear to give testimony before this Court on November 21, 2014, and further prays the Court will forthwith proceed to call upon Defendant LYLE R. HARRISON to show cause, if any he has, why he should not be held in indirect criminal contempt of this Court for abuse of process, and should Defendant LYLE R. HARRISON fail to do so, Movant prays the that Defendant LYLE R. HARRISON will be imprisoned in the Moultrie County jail for an adequate period of time to properly punish him, taking account of any similar conduct by him in this cause, and to fine him such amount as will generously compensate the Moultrie County Sheriff and the taxpayers of Moultrie County for the cost and inconvenience of his incarceration.

ROBERT V. ELDER

By _____

Gregory C. Ray
Of Craig & Craig, LLC
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P.O. Box 689
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VERIFICATION OF CERTIFICATE OF SERVICE

Under penalties as provided by law pursuant to §1-109 of the Code of Civil Procedure, it is hereby certified that the original of this document was sent to the Circuit Clerk and a true and accurate copy of the foregoing document was sent in envelopes securely sealed, legibly addressed and with the proper postage affixed thereto and deposited in the United States Mail at the United States Post Office in Mattoon, Illinois to:

Mr. David Y. Eberspacher
Tapella & Eberspacher, LLC
P.O. Box 627
Mattoon, IL 61938-0627

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Mr. Roger L. Harrison
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DATED this 10th day of November, 2014.

Cindy Sanlock

Attorney Robert V. Elder Suspension

Filed March 26, 2015
In re Robert Vernon Elder
Attorney-Respondent Commission No. 2014PR00019
Synopsis of Hearing Board Report and Recommendation
(March 2015)
This matter arises out of the Administrator's one-count Complaint that alleged Respondent had a conflict of interest in representing the administrator of a probate estate in the sale of real estate based upon his relationship with the purchasers; engaged in dishonesty and deceit; and engaged in conduct prejudicial to the administration of justice.
The Hearing Board found that all of the charges of misconduct were proved, and recommended that Respondent be suspended from the practice of law for a period of ninety (90) days.
BEFORE THE HEARING BOARD OF THE ILLINOIS ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION
In the Matter of: Commission No. 2014PR00019
ROBERT VERNON ELDER,
Attorney-Respondent,
No. 728985.
REPORT AND RECOMMENDATION OF THE HEARING BOARD
INTRODUCTION
The hearing in this matter was held on August 28, 2014, at the Springfield offices of the Attorney Registration and Disciplinary Commission, before a Panel of the Hearing Board consisting of Sonni C. Williams, Chair, Elizabeth N. Carrion, and Pamela Hammond-McDavid. Denise Church appeared on behalf of the Administrator. The Respondent appeared in person and was represented by J. Randall Cox.
PLEADINGS
Complaint
On March 3, 2014, the Administrator filed a one-count Complaint against the Respondent. The Complaint alleged that Respondent, while representing the administrator of a probate estate, engaged in a conflict of interest by assisting the administrator in selling the decedent's residence to a friend of Respondent. It was further alleged that Respondent did not tell the administrator the name of the friend; that the friend owed Respondent money; that the friend and Respondent had been business associates; that the funds used to purchase the property came from the bank account of Respondent's wife; or that Respondent and his wife would hold a
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mortgage on the property. Additionally, the probate estate has remained open because of the Respondent's misconduct.
Answer
On April 3, 2014, the Respondent filed an Answer to the Complaint, in which he admitted some of the factual allegations, denied others, and denied all of the charges of misconduct.
ALLEGED MISCONDUCT
The Administrator alleged that Respondent committed the following misconduct: engaged in a conflict of interest by representing a client when the representation was materially limited by the lawyer's responsibilities to another client or third party, or by the lawyer's own interests; engaged in conduct involving fraud, dishonesty, deceit, or misrepresentation; and engaged in conduct prejudicial to the administration of justice, in violation of Rules 1.7(b), 8.4(a)(4) and 8.4(d) of the Illinois Rules of Professional Conduct.
EVIDENCE
The Administrator presented the testimony of Judge Danny L. Flannell and Pamela Sue Baskette. Administrator's Exhibits 1 through 28 were received into evidence. (Tr. 14). Respondent testified on his own behalf and presented the testimony of Paul Hrvol, Lynn Elder, and Tom Hargis. Respondent's Exhibits 1 through 9 were received into evidence. (Tr.14).
FINDINGS OF FACT AND CONCLUSIONS OF LAW
In attorney disciplinary proceedings, the Administrator has the burden of proving the charges of misconduct by clear and convincing evidence. See Supreme Court Rule 753(c)(6); In re Thomas, 2012 IL 113035, ? 56. This standard of proof requires a high level of certainty, which is greater than a preponderance of the evidence (i.e., more probably true than not true) but not as
PAGE 3:
great as proof beyond a reasonable doubt. Bazydlo v. Volant, 164 Ill. 2d 207, 213, 647 N.E.2d 273 (1995); In re Kakac 07 SH 86, M.R. 23785 (May 18, 2010) (Review Bd. at 9). In determining whether the burden of proof has

been satisfied, the Hearing Panel is to assess the credibility and believability of the witnesses, weigh conflicting testimony, draw reasonable inferences from the evidence, and make factual findings based upon all of the evidence. In re Howard, 188 Ill. 2d 423, 435, 721 N.E.2d 1126 (1999); In re Timpone, 208 Ill. 2d 371, 380, 804 N.E.2d 560 (2004).

An admission in a pleading is a formal judicial admission that is binding on the party making it, may not be contradicted, has the effect of withdrawing the fact admitted from issue, and dispenses with the need for any proof of that fact. Thus, when a respondent in a disciplinary matter admits in his or her answer some or all of the facts alleged in a complaint, it is unnecessary for the Administrator to present evidence to prove the facts so admitted. See In re Bulger, 02 CH 40, M.R. 19550 (Sept. 27, 2004) (Review Bd. at 6-11); In re Scholz, 2011PR00114, M.R. 26086 (Sept. 25, 2013) (Hearing Bd. at 3-4).

I. Respondent is charged with engaging in a conflict of interest by representing a client when the representation was materially limited by the lawyer's responsibilities to another client or third party or by the interests of the lawyer, which is a violation of Rule 1.7(b) of the Illinois Rules of Professional Conduct (2010).

A. Evidence Considered

We considered the testimony of Judge Danny L. Flannell, Pamela Sue Baskette, and Respondent. We also considered Administrator's Exhibits 1 through 28 and Respondent's Exhibits 1 through 9.

Judge Danny L. Flannell

Judge Flannell testified that he became licensed to practice law in 1977. He had a private practice, primarily in the areas of real estate and probate, until he was elected circuit court judge

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in 1988. He is the presiding judge in Moultrie County and the Chief Judge of the Sixth Judicial Circuit. (Tr. 14-16, 24, 44).

The Respondent and the law firm of Rau, Elder and Associates represented the administrator, Pam Baskette, of the Estate of Lenora Sefried, in which the petition for letters of administration was filed in October 2012. (Resp. Ex. 1). Judge Flannell said the Sefried estate was "extremely small" as to the value and number of assets. (Tr. 18, 22).

In the summer of 2013, Respondent's partner, Mr. Rau, came to the judge's office. Rau expressed concern about Respondent's handling of the Sefried Estate, in that Respondent had arranged for the sale of the estate's real property to Ron Houchin. Houchin and Respondent were friends. Judge Flannell suggested that Rau have Baskette, the administrator of the estate, prepare a letter containing her concerns. Subsequently, the judge received a letter, dated July 18, 2013 (from Baskette. (Tr. 23-24; Resp. Ex. 3).

After learning that there had been a "significant decrease in the real estate tax bill" for the property sold to Houchin, Judge Flannell went to the county Treasurer's office and found that Respondent had arranged for the reduction of those taxes. Judge Flannell explained that reducing the tax bill "normally would be something that you would do for the buyer. You wouldn't do that for your client, the seller." He added that the tax issue was a "major concern" as to Respondent's conduct. In the sale of the property the buyer, Houchin, received a credit of $612 for the taxes; however, this did not benefit the estate. (Tr. 24-27, 36). Judge Flannell also pointed out that the Respondent's wife was the mortgage holder on the property because she allegedly loaned Houchin the money to purchase the property. (Tr. 26).

A court hearing was held in August 2013. (Adm. Ex. 26). During the hearing, Judge Flannell asked Respondent for whose benefit he took the step to reduce the taxes on the subject

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property, and Respondent replied "I was helping him [Houchin]." The Judge noted that having the real estate taxes reduce is not inappropriate, but "it should have been accounted for in the transaction within the estate to the seller's benefit." Following the hearing, Judge Flannell converted the Sefried estate from independent administration to supervised administration by the court. He also ordered that the estate funds being held in Respondent's trust account be deposited with the circuit clerk's office. Respondent complied with the orders. (Tr. 24, 27-30). Additionally, Judge Flannell has not allowed Respondent to handle any probate estate by way of independent administration, Respondent has filed three estates, and they are under supervised administration by the court. (Tr. 29, 37).

Another hearing in the Sefried Estate was held in May 2014. (Adm. Ex. 28). By that time, the Rau and Elder law firm had withdrawn from the case, and attorney Elizabeth Nohren was representing Baskette. Nohren filed a motion to allow the Sefried Estate to reacquire the property sold to Houchin for $6,000. Although Houchin had purchased the property for $5,000, the higher re-purchasing price reflected expenditures Houchin had made as to the property. There was a representation at the hearing that someone was willing to purchase the property for $8,000. The motion was allowed and the property became an asset of the estate. (Tr. 30-32, 39, 43).

At the time the Sefried Estate wanted to re-purchase the above property, it did not have sufficient funds to do so. However, Respondent contributed about $2,500, to the estate, out of his own funds, so that the re-purchases of the property could be completed. (Tr. 32-33, 37-38). The Sefried Estate is still open. The potential

buyer of the pertinent property changed his mind and the property is still in the estate. (Tr. 33).
Judge Flannell was asked what effect Respondent's conduct had on the Sefried Estate and he said it "extended greatly the amount of time that the case has been pending" and "complicated
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it beyond belief." He went to say that this is a "serious matter" and "one of the most concerning things I have witnessed in my time, in my 26 years on the bench." (Tr. 33-34). Finally, Judge Flannell said that a letter Respondent prepared for Houchin and sent to Respondent's client, Baskette, also "caused me grave concern." (Tr. 34-35).
Pamela Sue Baskette
Baskette testified that she is 53 years of age and resides in Sullivan. She has worked in home health care for the Illinois Department of Rehabilitative Services for over 25 years. She has a Bachelor's degree in Speech and Communications from Millikin University. She also has two Associate degrees from Richland Community College. She also provides a taxi service for Amish people who do not drive. (Tr. 47-48. 87-88).
Baskette is the daughter of Lenora Sefried, who died in October 2011. Sefried owned a house on Magill Street in Sullivan, which had remained vacant for the five years before her death, while Sefried lived with Baskette. Sefried was a hoarder and, while the house was "livable," it needed "an excessive cleaning." (Tr. 49-50).
Respondent lived nearby Sefried's house. After Sefried's death, Baskette asked Respondent if he was interested in purchasing her house, and he said he was not. This was before he became her lawyer. (Tr. 50, 92)
Baskette was the administrator of Sefried's intestate estate and, sometime in 2012, Respondent began representing her in that capacity. Baskette understood that Respondent agreed to represent her for a flat fee of $3,000, which included costs. She did not pay him anything up front, but his fee was to come out of the proceeds of the sale of the house. Respondent agreed to help her sell Sefried's house. There was no written fee agreement. Baskette paid Sefried's
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funeral bills from funds that Sefried had in two bank accounts, and also used some of her own funds. (Tr. 50-53, 93).
The assets of the Sefried Estate consisted of the house and some personal property. Baskette had a garage sale and made about $500 from the sale of the personal property. Baskette signed the Petition for Letters of Administration for the Sefried Estate, which listed the value of the real property at $5,000 and the value of the personal property at $500. (Resp. Ex. 1). She said that she obtained those figures from Respondent. (Tr. 54-55, 95-96, 113).
Shortly after Sefried's death, Baskette contacted a man named Eric Crouse, who had previously shown an interest in purchasing Sefried's house. Crouse told her that he was interested and intended to use it as rental property. Crouse asked her how much she wanted for the property, and she told him $10,000. She said that Crouse "didn't seem to think that was an unfair amount." However, Crouse never made an offer on the house. (Tr. 57-58).
Subsequently, about October 2012, Respondent told Baskette that he had a buyer for Sefried's house. He did not tell her the buyer's name, but said he was "an old college buddy, a hunting buddy, a friend." Respondent did not tell her that the friend owed him several thousand dollars or that Respondent and the friend had some business interests. She later learned that the friend was named Houchin. Prior to selling the house to Houchin on December 6, 2012, Baskette told Respondent she had "a buyer for $10,000." She acknowledged during her testimony that Crouse was the only potential buyer. She explained that Crouse had not objected to the price of $10,000 and that she was "under the assumption that when the property became available and had a clear title that [Crouse] would want to purchase it for $10,000." Respondent told Baskette it was "foolish" to try to sell the property for $10,000. Baskette said that after talking with
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Respondent she "thought it was not in her financial best interest to pursue this potential buyer, Eric Crouse." (Tr. 56-61, 66, 94, 99-101).
Baskette said Respondent never mentioned to her that he had any kind of conflict of interest and she never waived any conflict of interest he may have had. (Tr. 62-63)
Baskette told Respondent that she thought she deserved some compensation for her time and effort in getting the house in shape to be sold. Respondent told her she was entitled to a fee as administrator of the estate. Respondent mentioned the amount of $1,000 to be given to her "under the table." Respondent gave Baskette a check for $500 in December 2012. (Tr. 63-65, 84-85, 106).
Baskette said she did not read the contract for the sale of Sefried's house to Houchin. (Adm. Ex. 8). She explained that Respondent just called her and said he had papers for her to sign. She was not aware that, in the contract, the Sefried Estate agreed to survey the property. She did not know there had been a survey until she had a conversation with Respondent in January 2013. Respondent told Baskette that the real estate taxes

on the property had to be paid. When the house was sold, she agreed that Houchin would get a credit for paying the 2012 taxes. She also explained that there was some refuge in the yard of the property and that she had agreed to get rid of it. (Tr. 66-69, 102-103).
Baskette was referred to an affidavit of Respondent, in which he said he discussed real estate taxes with Baskette on several occasions. Specifically, he said he told her he would apply for reduction of taxes when he had sufficient information. He also said he told her that when the property was sold without the assessed value being reduced, the settlement for the taxes at closing would be based on the current assessed value and tax rate. (Resp. Ex. 9). Baskette
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testified that she did not believe the above discussion occurred. She also said Respondent never told her he was going to try to get the taxes reduced. (Tr. 70-72, 104-105)
Baskette said that Respondent never told her that his wife, Geraldine Elder, was going to finance Houchin's purchase of Sefried's house or that Geraldine was going to have a mortgage on the property. Baskette was not aware at closing that Geraldine was paying for the house. (Tr. 72-73).
In January 2013, Baskette thought there was about $5,000 in the estate after the sale of the house. She contacted Respondent and asked him about the "rest of the money." He replied that there was not a lot of money left. Respondent "kind of went down a list" with her. At one point he said his fees were $4,000. She then told him he said his fee would be $3,000. Ultimately he told her there was about $63.46 in the estate account. He offered her a check, which she did not look at but assumed it was for the $63.46. She refused the check. She told him she wanted the title to the house back. He replied that that was not going to happen. Baskette then told him she would see him in court. (Tr. 73-76. 84, 107-108; Adm. Ex. 18).
In June 2013, while the Sefried Estate was still open, she received a letter signed by Houchin. (Adm. Ex. 19). She now knows that the letter was drafted by Respondent. In the letter, she was requested to remove the trash and debris from the property by June 8. The letter also stated that if she did not have the trash and debris removed "I [Houchin] will hire someone to remove them and bill the Estate and ask that you [Baskette] be removed as the administrator for failure to perform your duties." After receiving the letter, Baskette called Respondent. He told her that Houchin had the right to give her a certain amount of time to clean up the property. Baskette then paid someone $150 to remove the items on the property. When she gave the receipt to Respondent, he gave her $150 from his wallet. (Tr. 76-79, 105).
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Baskette received a telephone call from Mr. Rau, Respondent's partner. Rau told her she owed about $6,000 to the firm and asked her to come to his office and discuss the matter. She did so. Subsequently, at Rau's suggestion, she wrote a letter to Judge Flannell about this matter. (Tr. 80-81). Rau has released any claim against Baskette and the estate. (Tr. 83).
Mr. Crouse is no longer interested in purchasing the house. The house is back as an asset of the Sefried Estate and she is attempting to sell it. Baskette is now represented by attorney Elizabeth Nohren. Baskette said she owes about $5,000 in attorney fees to Nohren and hopes to pay her from the proceeds of the sale of the house. (Tr. 81-82, 111-12, 115-16).
Respondent
Respondent testified that he was licensed to practice law in 1964 and is 73 years of age. His practice has been primarily in the areas of real estate, probate, and tax. He has resided in Sullivan, Moultrie County, for about 60 years. He and his wife have been married for about 50 years. (Tr. 122-24, 186).
Respondent testified that Lenora Sefried died in October 2011. Shortly thereafter, Sefried's daughter, Pamela Baskette, spoke with Respondent. She inquired about whether Respondent was in possession of a will or any records regarding Sefried's real estate. Respondent told Baskette that he did not any documents pertaining to Sefried, but would check real estate records for her. He later found that Sefried owned the property on Magill Street where she previously resided. Respondent denied that Baskette asked him if he was interested in purchasing that property. Respondent did not charge Baskette for looking into the ownership of the property. He continued to have conversations with Baskette, and give her advice regarding her mother's estate during the summer of 2012. However, he had no attorney-client relationship with Baskette at that time and did not charge her any fee. (Tr. 125-31).
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In the fall of 2012, Baskette met with Respondent. She told him she had talked with other attorneys about representing her as administrator of her mother's estate and they all wanted fees in excess of $3,000. Respondent told Baskette he would represent her as administrator for a flat fee of $3,000 plus costs. Baskette agreed. There was no written fee agreement. (Tr.131-33, 197-98).
Respondent prepared various documents for the Sefried Estate that were filed with the court. (Resp. Ex.1). He said he discussed all the documents "in detail" with Baskette. The Petition for Letters of Administration listed the value of the real property at $5,000. Respondent said he believed that was "realistic figure" for the property.

(Tr. 137-39). After the estate was opened, Respondent told Baskette that she needed to find a buyer for the Sefried property. She told him she would work on it. As winter approached, Respondent suggested that they have the house on the property winterized. Baskette agreed. Respondent hired a man named Birt to winterize the house. Birt submitted a bill for $50, and it was paid by the estate. (Adm. Ex. 17). About a month after Baskette said she would try to find a buyer, she had not done so. Respondent then offered to help find a buyer, and Baskette agreed. He asked her if she would sell the property for $5,000 if he could find a buyer at that price, and Baskette said yes. Thereafter, Respondent talked with Ron Houchin about buying the Sefried property for use as a "garden site." Houchin liked to garden, but did not have space to do so where he lived. Respondent told Houchin that Respondent's wife would loan him the money to buy the property. Respondent had previously loaned Houchin $7,000,which Houchin still owed. Also, Respondent had a prior business relationship with Houchin. Houchin agreed to purchase the Sefried property for $5,000. (Tr. 137-43, 186-88).
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Houchin went to look at the property with Respondent. While doing so, Houchin voiced concern about the location of the lot lines because there were "no definitive markers . . . particularly on the west side." Houchin asked how he could find out where the lot lines were located, and Respondent replied that the property could be surveyed. Houchin was also concerned about the junk or debris on the property, and wanted it removed. (Tr. 144-45).
Respondent informed Baskette that a friend of his would buy the Sefried property for $5,000. Baskette never mentioned that anyone had offered $10,000 for the property or that she had any prospective buyer. Baskette "hoped to get more" for the property, but she agreed to sell the property for $5,000. Respondent said he discussed an appraisal of the property with Baskette. However, they decided not to have an appraisal because of the possible cost, $300 to $500, and "because of the condition of the house, the lot size and so forth . . . it would be extremely difficult to find any reasonable comparables to compare the property." Respondent said he also told Baskette that the buyer wants to know where the lot lines are located and is "going to insist that we have a survey done." Respondent also told her that "you don't have to agree to this" and "[i]f you don't want the contract just tell him that you don't want to sell the house to him and that's it." She then "agreed to go ahead." Respondent explained that normally the seller pays for a survey, but that it is a "negotiable item." He said he had a similar discussion with Baskette as to the removal of trash or debris from the property. (Tr. 143, 145-51, 201-202).
Respondent drafted the contract for the sale of the Sefried property to Houchin. (Adm. Ex. 8). He said he went over every paragraph of the contract "in detail" with Baskette. He also testified that he tries to draft a contract that is fair and acceptable to both parties. He acknowledged that he put "terms that Houchin wanted in the contract and Baskette did not have any objections to those terms." (Tr. 149-51, 177, 195-96).
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Respondent explained the matter of the real estate taxes for the Sefried property. For the year 2010, the tax was paid in 2011and Mrs. Sefried received a Homestead Exemption and an Elderly Exemption. As a result, there was no tax due. For the year 2011, there had been no request for any exemption and the real estate tax was "six hundred and some dollars" and paid in 2012. For the year 2012, tax to be paid in 2013, no exemptions were applicable because Mrs. Sefried was deceased. Prior to drafting the contract for the sale of the Sefried property, Respondent called the township assessor and asked if the assessment on the Sefried property could be reduced. He received a call back, informing him that he had to file such a request to reduce the tax assessment with the Supervisor of Assessments. Respondent knew from experience that the Supervisor of Assessments would not change the assessment without an appraisal or a deed showing the property was sold at a lower price. (Tr. 151-53).
At the closing for the sale of the Sefried property on December 6, 2012, real estate taxes on the property were prorated based upon the number of days the Sefried Estate owned the property and the number of days Houchin owned it. As a result, Houchin received a credit of $612.16 at the closing. (Tr. 154-56; Adm. Exs. 12, 17). Subsequent to the sale of the property, Respondent took the deed that showed the selling price of $5,000 to the Supervisor of Assessments in order to obtain a reduction of the assessed value. He request was processed "fairly promptly" and the assessed value of the property was reduced for the year 2012. As a result, Houchin, or Respondent's wife who financed the purchase of the property, would have paid real estate taxes of about $247 for the year 2012. (Tr. 154-56, 161, 191-93).
There was a survey of the Sefried property after the sale to Houchin. Respondent said he thought it cost between $500 and $600. The cost of the survey was paid in part by Respondent's wife and in part by the Rau and Elder law firm. Subsequently, as part of the settlement for the
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Sefried Estate to reacquire the property in 2014 (Resp. Ex. 6), the law firm was reimbursed $360. (Tr. 158-60; 172, 203-204; Resp. Exs. 6, 7).
In June 2013, Houchin asked Respondent what could be done about having the trash or debris removed from

the former Sefried property. Respondent suggested Houchin write Baskette a letter. Respondent then prepared two letters that Houchin signed and sent to Baskette. (Adm. Exs. 19, 21). Respondent testified that he anticipated that Houchin would rewrite the letters, but instead, Houchin just signed and sent them. (Tr. 166-68). In 2014 attorney Elizabeth Nohren represented Baskette as administrator of the Sefreid Estate. A settlement was reached, and an agreed order was entered by Judge Flannell allowing the Estate to re-purchase the Sefried property for $6,000. The Estate did not have sufficient funds to re-purchase the property, and Respondent provided $2,500 for the re-purchase. (Tr. 169-72; Resp. Exs. 4-7).

Respondent acknowledged that he had a conflict of interest in his representation of Pamela Baskette in regard to the sale of the Sefried Estate property to Ron Houchin. Respondent also acknowledged he did not inform Baskette that: he had a conflict of interest; he had a prior business relationship with Houchin; Houchin owed Respondent $7,000 on a loan; or Respondent's wife was going to loan Houchin the $5,000 to purchase the property. He further acknowledged he engaged in a conflict of interest by drafting letters for Houchin that were sent to Baskette. (Tr. 143-44, 173-74, 176-77). Finally, Respondent testified that he intended to amend paragraphs, 23, 24, 25, and 32, of his Answer and to admit "violating several rules." (Tr. 179; Resp. Ex. 9).

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Stipulation Regarding Eric Crouse

There was a stipulation regarding the testimony of Eric Crouse. (Adm. Ex. 28). It was stipulated that Pamela Baskette contacted Crouse in the fall or winter of 2012 in regard to the Sefried property on Magill Street in Sullivan. Crouse "had some interest" in buying the property. After viewing the property, Crouse telephoned Baskette and told her the property was "only worth $7,000 to $8,000 to him." Crouse did not make an offer to purchase the property because it was an asset of a probate estate.

B. Analysis and Conclusions

An attorney has a fiduciary relationship with each person he or she represents, which requires "undivided fidelity" and "a duty to avoid conflicts of interest." In re Winship, 219 Ill. 2d 526, 543-44, 848 N.E.2d 961(2006); In re O'Donnell, 04 CH 115, M.R. 22181 (Mar. 17, 2008) (Hearing Bd. at 10). A conflict of interest exists whenever an attorney's independent judgment on behalf of a client may be affected by a loyalty to another client, a third party, or by the attorney's own interests. It is not necessary to prove that the attorney's professional judgment was actually compromised in order to establish a conflict of interest. See In re La Pinska, 72 Ill. 2d 461, 469, 381 N.E.2d 700 (1978); In re Rosin, 118 Ill. 2d 365, 381, 515 N.E.2d 85 (1987); In re Hildebrand, 04 SH 52, M.R. 20754 (Mar. 20, 2006) (Review Bd. at 10); In re Marshall, 2010PR00129, M.R. 26312 (Jan. 17, 2014) (Review Bd. at 6).

It is well established that an attorney has a conflict of interest by representing a client in a real estate or other financial transaction while, at the same time, having a loyalty to another party or the attorney's own interest in the transaction. For example, in In re Twohey, 191 Ill. 2d 74, 89, 727 N.E.2d 1028 (2000), the attorney had a conflict of interest when he suggested to a client (Weck) that she loan money to a certain company (FRM), and he prepared the promissory note

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for the loan, when the attorney had a financial interest in that company. He did not inform Weck of his conflict of interest and did not advise her to seek independent counsel or advice. Even though the attorney's conduct did not involve fraud or deliberate misrepresentations, he had a conflict of interest.

The attorneys in the following cases were also found to have had a conflict of interest.

In In re Chernoff, 91 Il.2d 316, 320, 323-24, 438 N.E.2d 168 (1983), the respondent told his clients that he had a friend who was would buy their property through a trust. However, respondent and his friend each had a 50% beneficial interest in the trust that purchased the property, which was not disclosed to the clients.

In In re Jones, 07 SH 18, M.R. 23856 (Sept. 20, 2010), the respondent represented a woman and her niece in the sale of farmland and, at the same time had a personal, financial and professional relationship with the buyer. Respondent and the buyer, Griffth, had a romantic relationship for several years, they were co-owners of a business, and respondent prepared tax returns for Griffith. Additionally, shortly after the sale, respondent, acting on behalf of Griffith, faxed financial information to a bank regarding Griffith's application for a mortgage on the farmland she purchased from respondent's clients. (Hearing Bd. at 31-32).

In Marshall, 2010PR00129, the respondent represented the seller of certain property and respondent's wife was the real estate agent for the sale. The Review Board stated: "[w]hen a lawyer represents a seller and his or her spouse is the real estate broker due to receive a commission form the sale, a conflict of interest exists. The lawyer in such a situation has a direct financial interest in the successful completion of the sale." (Review Bd. at 6).

In In re Biagini, 07 SH 13, M.R. 23136 (Sept. 22, 2009), respondent represented two clients, the Hummell brothers, and prepared a contract for their sale of property to a person

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named Breheny. Breheny was a business partner of respondent in real estate ventures, and the funds used by

Breheny in the transaction with the Hummells came from his business relationship with respondent. See also In re Gearhart, 05 SH 19, M.R. 21335 (Mar. 19, 2007) (Respondent represented both the seller and the purchaser of a house); O'Donnell, 04 CH 115 (Mar. 17, 2008) (Respondent represented both parties in a real estate sale); In re Jeffers, 08 CH 103, M.R. 23537 (Jan. 21, 2010) (Respondent represented both the buyer and seller of a house).

The Respondent's conduct in the case before us clearly establishes that he had a loyalty to another person or persons involved in the purchase of property while he was representing Pamela Baskette, the administrator of the Sefried Estate and seller of the property. Respondent informed Baskette that he had a buyer for the Sefried Estate property on Magill Street in Sullivan, where the deceased had maintained her residence. Respondent merely told Baskette that the buyer was a friend. Respondent did not disclose the name of the buyer, Ron Houchin, or the extent of Respondent's relationship with the buyer. Specifically, Respondent did not disclose "how good of a friend" the buyer was to Respondent; that Houchin owed Respondent $7,000 on a loan; or that Respondent and Houchin had a prior business relationship. (Tr. 143-44, 177; Resp. Ex. 9 at par. 4). As discussed below, Respondent selected the selling price of $5,000 for the property without any reasonable basis for doing so. In order to effectuate the sale, Respondent told Houchin that Respondent's wife would loan him the entire purchase price of $5,000. Respondent did not disclose to Baskette that Respondent's wife loaned Houchin the $5,000 or that Respondent's wife would have a mortgage on the property. (Tr. 143-44).

The real estate contract prepared by Respondent required the seller, his client, to obtain a survey without any attempt to negotiate the matter with Houchin. Respondent and his wife lived near the Sefried Estate property, with the corners of the lots touching, and Respondent's wife

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owned property, on which she had a garden, that bordered the Sefried Estate property. Respondent had an interest in getting the Sefried Estate property "cleaned up" to eliminate "blight on the neighborhood." (Resp. Ex. 9 at par. 3). On the day of the closing, December 6, 2012, Respondent wrote and endorsed a check for $5,000 from his wife's account made payable to Houchin and the Sefried Estate to purchase the property. (Adm. Ex. 11; Compl. and Ans. at par. 19). On the day of the closing, Respondent prepared an agreement whereby Houchin agreed to pay Respondent's wife $612.16, which was the amount of credit Houchin received for the 2102 real estate taxes on the property purchased. (Adm. Ex. 9). On the day of the closing, Respondent prepared an assignment of mortgage on the property from Houchin to Respondent's wife, which was subsequently recorded. (Adm. Ex. 13). On the day following the closing, Respondent went to the County Treasurer's Office and filed papers to have the real estate taxes on the property reduced. The obvious purpose for Respondent seeking to get the taxes reduced was to benefit either Houchin or Respondent's wife. (Tr. 156-57, 191-92; Adm. Exs. 16 at 12-13, 27 at 14).

In June 2013, while Respondent was still representing Baskette, he drafted two letters for Houchin, which Houchin signed and sent to Baskette. The Respondent intended that the letters, or the substance thereof, be sent to Baskette. One of the letters requested that Baskette remove trash and debris from the property by June 15, 2013. The letter also stated that if the items were not removed by that date Houchin "will hire someone to remove them and bill the Estate and ask that you [Baskette] be removed as administrator for failure to perform your duties." (Adm. Ex. 19). The second letter also requested Baskette to remove all trash and debris from the property by a certain date. (Tr. 167-68). Clearly, by drafting the foregoing letters pertaining to the

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property, Respondent was working on behalf of Houchin and against the interests of his client Baskette.

The Administrator specifically charged that the Respondent engaged in a conflict of interest in two respects. First, the Administrator charged that Respondent arranged for the sale of the Sefried Estate property to Don Houchin and/or to Respondent's wife, Geraldine, for a price substantially lower than the Sefried Estate could have obtained from another buyer and by requesting the Estate to pay for surveying costs when the property was sold "as is." (Compl. at par. 38(a)).

In Jones, 07 SH 18, the Hearing Board stated the following, with which we Agree:

The conflicting interests of a buyer and seller are obvious. It is in the seller's interest to sell the property at the highest possible price, and it is in the buyer's interest to purchase the property at the lowest possible price. Consequently, there are frequently negotiations during the process of the sale of real estate.

(Hearing Bd. at 32).

The evidence, including Respondent's testimony, showed that Respondent was the first, and only, person to recommend a selling price of $5,000 for the Sefried Estate property. Additionally, Respondent initiated the sale of the property to Ron Houchin for that price, without any negotiation, and he even told Houchin that Respondent's wife would loan him the entire $5,000 to purchase the property. Respondent provided no objective basis or reasonable explanation for the $5,000 selling price. When asked why he placed a $5,000 value on the property in Petition for Letters of Administration (Resp. Ex 1 at 1), he merely said he believed that was "realistic figure" for the property. (Tr. 137-39). Respondent spoke with Pamela Baskette, his client and

administrator of the Sefried Estate, about an appraisal of the property. However, Respondent told Baskette that an appraisal would cost $300 to $500; that "it's a very difficult property to appraise;" and "because of the condition of the house, the lot size and so
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forth . . . it would be extremely difficult to find any reasonable comparables to compare the property." (Tr. 147-48). The Respondent did not indicate that he explained any possible benefit of an appraisal to Baskette. Thereafter, Baskette decided not to obtain an appraisal. Contrary to what Respondent told Baskette, an appraisal of the property was obtained in 2014, by an investigator for the ARDC, and comparable properties were found and discussed in the appraisal. (Adm. Ex. 24). It is apparent that Respondent intentionally and successfully sought to convince Baskette not to obtain an appraisal of the property. Respondent then arranged for the sale of the property to his friend Houchin for $5,000, without any attempt to negotiate a higher selling price to benefit his client.
Based upon the evidence, the $5,000 selling price was less than the fair market value of the property. The 2014 appraisal concluded that the property has a value of $6,500. (Adm. Ex. 24 at 4, 10). Additionally, the stipulated testimony of Eric Crouse showed he told Baskette in 2012 that he was interested in the property and that it was worth "$7,000 to $8,000 to him." (Adm. Ex. 28). We find it impossible to believe, as claimed by Respondent, that after Respondent suggested to Baskette that the property be sold to Houchin for $5,000, Baskette did not mention Eric Crouse being interested in the property at a higher price. Respondent, however, made no inquiry into Crouse's possible interest. Consequently, Respondent made no effort to act in the best interest of his client.
The evidence, including Respondent's testimony, also showed that he told Baskette that the buyer of the property is "going to insist that we have a survey done." Even though Respondent acknowledged that the cost of a survey is a "negotiable item," he did not inform his client that it was negotiable and he made no attempt to negotiate with the buyer about paying a portion of the cost of a survey. (Tr. 150-51, 201-292). Instead, Respondent simply drafted the
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Agreement for Sale of Real Estate with a provision stating that the "Seller agrees to have the real estate surveyed." (Adm. Ex. 8 at 4). Consequently, Respondent made no effort to act in the best interest of his client in regard to a survey.
Secondly, the Administrator charged that Respondent had a conflict of interest by covertly assisting Houchin and/or Respondent's wife against the Sefried Estate in requiring the Estate to clean the property, six months after the closing. Compl. at par. 38(b).
As mentioned above, in June 2013, while Respondent was still representing Pamela Baskette as administrator of the Sefried Estate, he drafted two letters for Houchin. One of the letters requested Baskette to remove trash and debris from the property Houchin purchased by a certain date and went on to say that if the items were not removed by that date Houchin "will hire someone to remove them and bill the Estate and ask that you be removed as administrator for failure to perform your duties." (Adm. Ex. 19). The second letter also requested Baskette to remove all trash and debris from the property by a certain date. Respondent intended for Houchin to send the letters, or the substance of what Respondent had drafted, to Baskette. Respondent did not inform Baskette that he drafted the letters. By drafting the letters, Respondent had a conflict of interest because he was clearly acting in Houchin's interest and against Baskette's interest. Respondent testified that he anticipated that Houchin would rewrite the letters, but instead, Houchin just signed and sent them. (Tr. 166-68). We find noting mitigating in the foregoing testimony. There is no doubt that Respondent intended for the substance of what he drafted to be sent to Baskette, and the substance was contrary to Baskette's interest.
A client may effectively waive a conflict of interest on the part of his or her attorney based upon "informed consent." See Rule 1.7(b)(4). Comment [18] to Rule 1.7 states that informed consent requires "each affected client be aware of the relevant circumstances and of the
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material and reasonably foreseeable ways that the conflict could have adverse affects on the interests of that client." In In Demuth, 126 Ill. 2d 1, 10-11, 533 N.E.2d 867 (1988), the respondent had a conflict of interest by representing both the lender and borrower in a loan transaction. The Supreme Court held that there was no waiver of the conflict by the clients. The Court stated that, although the clients agreed to the transaction, "this consent was not given after full disclosure by respondent. Respondent failed to advise his clients of the conflict or that they had a right to retain independent counsel."
In Twohey, 191 Ill. 2d at 89, the attorney had a conflict of interest when he suggested to a client that she loan money to a certain company in which he had a financial interest and did not inform the client of his conflict of interest and did not advise her to see independent counsel or advice. In In re Cook, 2010PR00106, M.R. 26581 (May 16, 2014), there was no informed consent and waiver where the respondent failed to disclose his financial interest in the transaction. Cook, 2010PR00106 (Review Bd. at 26). In Biagini, 07 SH 13, there was no

informed consent or waiver where the respondent did not disclose to his clients that the other party to the real estate transaction was his "business partner and the funds being used to buy the property were from that arrangement and that the transaction benefited not only a business partner, but also a relative to his wife." (Review Bd. at 9-10). Jones, 07 SH 18, the respondent represented the sellers in the sale of a farm and failed to disclose that the buyer was a personal friend (Griffith) with whom respondent had a financial relationship. In fact, shortly after the sale, respondent, acting on behalf of Griffith, faxed financial information to a bank regarding Griffith's application for a mortgage on the farm she purchased from respondent's clients. (Hearing Bd. at 31-32).

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In the case before us, Respondent failed to make sufficient disclosures to Baskette in order for her to understand that Respondent had a conflict of interest and the reasons for his conflict. Respondent admitted he failed to make adequate disclosures to Baskette. (Tr. 174; Resp. Ex. 9 at par. 2). Respondent, while representing Baskette as administrator of the Sefried Estate for the sale of the Estate's real property, failed to disclose that he, in fact, had a conflict of interest and that she should obtain independent counsel or advice. (Tr. 176-78; Resp. Ex. 9 at par. 2) When the Respondent informed Baskette that he had a buyer for the property, he disclosed that the buyer was a "friend." However, he did not disclose the name of the buyer, Ron Houchin, "how good of a friend he was" or the "extent of [Respondent's] relationship with Ron." (Tr. 177; Resp. Ex. 9 at par. 4). For example, Respondent did not disclose that he had a prior business relationship with Houchin or that Houchin owed Respondent $7,000 on a loan. (Tr. 144, 176).

Also, Respondent did not inform Baskette that Respondent's wife loaned Houchin the entire amount of the purchase price for the property or that his wife would have a mortgage on the property. He did not disclose the fact that, because he lived near the subject property, he had an interest in having the Sefreid Estate property "cleaned up and a blight on the neighborhood eliminated." (Resp. Ex. 9 at par. 3). Respondent did not inform Baskette that he was going to perform legal work on behalf of Houchin or Respondent's wife, which included preparing, on the day of the closing, an agreement whereby Houchin was to pay Respondent's wife the amount of credit Houchin received for the 2012 real estate taxes and preparing an assignment of mortgage. (Adm. Exs. 9, 13). Respondent did not inform Baskette that he was going to seek a reduction in real estate taxes for the benefit of Houchin. Respondent did not disclose to Baskette that he

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drafted two letters for Houchin to send to Baskette and which made demands on Baskette to remove trash and debris from the property by certain dates. ((Tr. 167; Adm. Ex. 9 at par. 7).

Therefore, we find that Pamela Baskette did not waive the Respondent's conflict of interest while he was representing her as the administrator of the Lenora Sefried estate.

Based upon the above, we find the Administrator proved by clear and convincing evidence that the Respondent engaged in a conflict of interest by representing a client when the representation was materially limited by the lawyer's responsibilities to another client, to a third party, or by the lawyer's own interests, in violation of Rule 1.7(b) of the Illinois Rules of Professional Conduct (2010).

II. Respondent is charged with engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, which is a violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

A. Admitted Facts

We considered the same admitted facts and evidence as in Section I, above.

B. Analysis and Conclusions

The Administrator charged that Respondent engaged in dishonesty, fraud, deceit or misrepresentation "by covertly assisting" Houchin and/or Respondent's wife against the Sefried Estate by requesting that Baskette clean the property after it had been sold. (Compl. at par. 38(c)).

As discussed in Section I, above, Respondent represented Pamela Baskette as administrator of the Lenora Sefried Probate Estate. In that capacity, Respondent initiated and completed the sale of Estate property to his friend Ron Houchin on December 6, 2012. Respondent's wife loaned Houchin the full amount of the purchase price and she then had a mortgage on the property. In June 2013, Respondent was still representing Baskette.

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Respondent testified that in June 2013 Houchin asked him what could be done about having the trash or debris removed from the property he purchased from the Sefried estate. Respondent suggested that Houchin write Baskette a letter. Respondent then prepared two letters that Houchin signed and sent to Baskette. (Adm. Exs. 19, 21). The first letter, dated June 3, 2013, stated that the contract to purchase the property "provided that you would remove the trash and rubbish" from the property, and requested Baskette to "immediately remove the rest of the trash and debris and any items you want by June 15, 2013." The letter further stated; "[i]f there is any trash or other items left after then, I will hire someone to remove them and bill the Estate and ask that you [Baskette] be removed as administrator for failure to perform your duties." (Adm. Ex. 19). The second letter, dated June 24, 2013, requested that Baskette "[p]lease remove the items remaining in the house, wet storage

shed and the vinyl siding in the yard by July 6, 2013. (Adm. Ex. 21).
Respondent admitted that he did not disclose to his client Baskette that he drafted the foregoing letters for Houchin. (Compl. and Ans. at par. 33). After receiving the first letter, Baskette telephoned Respondent for advice. He told her that "Houchin had the right to give [her] a certain amount of time to clean up the property, and that she "had to clean up the property." (Tr. 76-79, 105).
The Supreme Court recently reaffirmed the principle that dishonesty and deceit in violation of Rule 8.4(a)(4), now Rule 8.4(c), "is broadly construed to include anything calculated to deceive, including the suppression of truth and the suggestion of falsity." In re Edmonds, 2014 IL 117696, ? 53. Based upon the evidence, Respondent's admission and the overall circumstances, it is clear that Respondent intentionally hid from Baskette the fact that he drafted the letters for Houchin to send to Baskette. After Baskette received the letters, and believing they
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were written by Houchin, she sought advice from Respondent. When a client seeks advice about a matter from his or her attorney, it is critical for the client to know whether the attorney is affirmatively working on behalf of another person in the same matter, and that person's interest is directly contrary to interest of the client. This would seem to be a basic requirement of the attorney-client relationship and the attorney's duty of undivided loyalty to the client. However, Respondent gave Baskette advice without informing her that he had written the letter or letters about which she was inquiring.
In re Ring, 141 Ill. 2d 128, 140, 143, 565 N.E.2d 983 (1990), the Supreme Court found that the respondent's failure to disclose to his client that the respondent was not going to file an appellate brief and that the client's appeal had been dismissed constituted conduct involving dishonesty, deceit and misrepresentation. In reaching its decision, the Court stated:
When a client places his or her trust in an attorney to pursue a legal matter on the client's behalf, it is essential that the attorney keep the client reasonably informed about the progress of the matter. In this way, the client can make an intelligent decision to proceed with the matter, to terminate pursuit of the matter, or to exercise some other option such as seeking the advice of other counsel.
Ring, 141 Ill. 2d 128
In In re Ducey, 03 SH123, M.R. 23053 (May 18, 2009), the respondent was found to have engaged in dishonesty by filing pleadings on behalf of an estate after he had been discharged as counsel for the estate. The respondent argued that he did not act dishonestly because he "did not withhold any information that [the clients] specifically requested." In rejecting the respondent's argument, the Review Board cited the decision in Ring, and stated: "an attorney has an obligation not only to respond truthfully to a client's inquiries, but to disclose information about the status of the case. It should go without saying that a client would want to know that a lawsuit has been filed on the client's behalf." (Review Bd. at 16-17)
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In the case before us, Baskette placed her trust in Respondent. As in Ducey, it should go without saying that Baskette would want to know if Respondent is working against her interest so that, as stated in Ring, she could make an intelligent decision about options, including whether to seek advice from independent counsel. It is clear that, by failing to disclose the critical fact that he wrote the letters for Houchin, Respondent purposefully and intentionally engaged in conduct calculated to deceive Pamela Baskette. See In re Thomas, 2012 IL 113035, ?? 89-90.
Based upon the above, we find the Administrator proved by clear and convincing evidence that the Respondent engaged in conduct involving dishonesty, fraud, deceit or misrepresentation, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).
III. Respondent is charged with engaging in conduct that is prejudicial to the administration of justice, which is a violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).
A. Evidence Considered
We considered the same evidence as discussed in Section I, above.
B. Analysis and Conclusions
The Complaint charged that Respondent engaged in conduct prejudicial to the administration of justice because his misconduct delayed the closing of the Lenora Sefried Estate.
An attorney's misconduct is prejudicial to the administration of justice if it has an adverse impact on the representation of a client or on a judicial proceeding. See In re Storment, 203 Ill. 2d 378, 399, 786 N.E.2d 963 (2002). In In re Smith, 168 Ill. 2d 269, 283-84, 659 N.E.2d 896 (1995), the Court pointed out that dilatory practices bring the administration of justice into disrepute." In In re Cutright, 233 Ill. 2d 474, 910 N.E.2d 581 (2009), the respondent was found
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to have engaged in conduct prejudicial to the administration of justice by allowing a probate estate to remain open for numerous years. In In re Shoemaker, 2011PR00090, M.R. 25623 (Jan. 18, 2013), the attorney's

misconduct was prejudicial to the administration of justice where it delayed the closing of a probate estate for several years. (Hearing Bd. at 18). In In re McAvoy, 03 CH 8, M.R. 20463 (Jan. 13, 2006), the attorney's misconduct was prejudicial to administration of justice "by delaying the matter, and wast[ing] the court's time and resources." (Review Bd. at 15).

As a result of the Respondent's misconduct additional court proceedings were held in the Lenora Sefried Estate case. (Adm. Exs. 26, 27). Additionally, the property sold to Respondent's friend was later reacquired by the Estate (Resp. Exs. 5, 6). Judge Danny Flannell, who is the presiding judge in the Sefried probate case, testified that Respondent's conduct "extended greatly the amount of time that the case has been pending" and "it complicated it beyond belief." (Tr. 33-34).

Based on the above, we find the Administrator proved by clear and convincing evidence that the Respondent engaged in conduct prejudicial to the administration of justice, in violation of Rule 8.4(d) of the Illinois Rules of Professional Conduct (2010).

EVIDENCE IN MITIGATION AND AGGRAVATION

Respondent was licensed to practice law in 1964 (Tr. 123) and it was stipulated that he has not been previously disciplined. (Tr. 227).

Respondent testified that, although he did not initially recognize he had a conflict of interest while representing Pamela Baskette, he now realizes he did have a conflict of interest and that he did not make adequate disclosures to Baskette. (Tr.172-74).

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Respondent also testified about his charitable and community activities. He has been involved with the Sullivan preschool, which is a not-for-profit organization that operates a preschool and day care facility. He is on the organization's board of directors and has handled the legal work for the organization on a pro bono basis. In the past year he donated about $2,500 to the preschool. Respondent has also been active with the First Christian Church. He also served on a planning board to build a new church and did all the legal work involved in the construction on a pro bono basis. He currently is a trustee on the church board. He said he also makes contributions to the church, the University of Illinois, and a local theater. (Tr. 180-84).

Three character witnesses testified on behalf of the Respondent. Paul Hrvol testified about Respondent's involvement with the Sullivan preschool, and said that Respondent's reputation for truth and veracity is very good. (Tr. 205-209). Lynn Elder testified about Respondent's involvement with the First Christian Church and the Lions Club, and said Respondent's reputation for truth and veracity is very high. (Tr. 210-14). Tom Hargis testified that he has had a business and personal relationship with Respondent for many years, and said Respondent's reputation for truth and veracity is excellent. (Tr. 216-19).

In aggravation, Respondent denied that when he sought to have the 2012 real estate taxes reduced on the property the day after it was purchased by Ron Houchin on December 6, 2012, that he did it for Houchin's benefit. (Tr. 193). There is no doubt, however, that a reduction of the real estate tax would only benefit the purchaser of the real estate, not the seller. At a court proceeding on August 2, 2013, he was questioned by Judge Flannell and gave the following answers.

THE COURT: Your petition for administration alleges the real estate is worth $5,000. Who made the request to reduce the taxes?

MR. ELDER: I did.

PAGE 30:

THE COURT: After the transaction?

MR. ELDER: I think I did.

THE COURT: Why would you do that if Mr. Houchin is unrepresented in the real estate transaction, Mr. Elder?

MR. ELDER: I was helping him.

(Adm. Ex. 26 at 12)

Additionally, in the Respondent's affidavit, dated July 10, 2014, Respondent stated that the "application to the Supervisor of Assessments for redetermination of the taxes after closing was for the benefit of the buyer, Ronald Houchin, and any subsequent owners." (Resp. Ex. 9 at par. 6). At the time Respondent sought the reduction of taxes he had no reason to believe that the Sefried Estate would ever reacquire that property. Thus, contrary to Respondent's testimony his successful effort to reduce the real estate taxes on the property was for the benefit of Houchin and not for the benefit of the Sefried Estate.

The affidavit of Respondent (Resp. Ex. 9) contained two false statements. First, Respondent said "I explained my interest in getting the property cleaned up to Pamela Baskette and she agreed that she would waive any such conflict." (Resp. Ex. 9 at par. 3). Respondent testified that he told Baskette he had an interest in getting the property cleaned up, but that he "didn't tell her it was a conflict" and "didn't ask her to waive it." (Tr. 175-76). In his affidavit, Respondent also said "[a]fter reviewing the contract terms, Pamela Baskette indicated she was willing to accept them and waive any conflict with the sale to Ron Houchin." Respondent has maintained

throughout this proceeding that he did not realize he had a conflict of interest at the time of the sale of the property. Thus, there would be no reason for him to mention a conflict or for Baskette to waive a conflict at that time. Further, we found Pamela Baskette to be credible
PAGE 31:
when she testified that Respondent never mentioned to her any kind of conflict of interest and that she never waived any conflict of interest. (Tr. 62-63).
RECOMMENDATION
In determining the appropriate sanction, we consider the purposes of the attorney disciplinary system. The goal is not to punish the attorney for the misconduct, but rather "to protect the public, maintain the integrity of the legal profession, and protect the administration of justice from reproach." In re Cutright, 233 Ill. 2d 474, 491, 910 N.E.2d 581 (2009). We also consider the deterrent value of the sanction, that is the "need to impress upon others the seriousness of the misconduct at issue," and whether the sanction will "help preserve public confidence in the legal profession." In re Twohey, 191 Ill. 2d 75, 85, 727 N.E.2d 1028 (2000); In re Gorecki, 208 Ill. 2d 350, 361, 802 N.E.2d 1194 (2003). Additionally, we must consider the nature and seriousness of the misconduct, and any aggravating and mitigating circumstances shown by the evidence. Gorecki, 208 Ill. 2d at 360-61.
In this case, the Administrator requested the sanction of suspension for at 90 days. (Tr. 227). Respondent argued that, if discipline is appropriate, it should be a censure. (Tr. 242).
The misconduct charged and proved in this case was very serious. The Respondent represented a client when he had a clear conflict of interest in doing so. The Respondent, an experienced practitioner, should have been aware of his conflict of interest and either withdraw or make sufficient disclosure so that his client could make an informed waiver of the conflict. He also acted in a deceitful and dishonest manner toward his client by deliberately failing to inform his client that he drafted letters for a person with an opposing interest to send to his client. Respondent failed to give "undivided fidelity" to his client and such a failure can only bring the legal profession into disrepute.
PAGE 32:
In mitigation, the Respondent has been practicing law since 1964 and has not been previously disciplined. Three character witnesses testified favorably as to Respondent's reputation for truth and veracity, as well as about his community and charitable activities. The Respondent testified, without contradiction, about his community and charitable activities and his pro bono work. Although belatedly, Respondent has now recognized that he had a conflict of interest and has admitted the misconduct charged in the Complaint. (Resp. Ex. 9 at par. 9).
In aggravation, Respondent denied that he was acting for the benefit of the purchaser, rather than his client, the seller, by seeking to get the real estate taxes reduced Contrary to Respondent's testimony, we found clear and convincing evidence that he was acting for the benefit of the purchaser. Additionally, Respondent made two false statements in his affidavit (Resp. Ex. 9) regarding his client, Pamela Baskette, waiving the conflict of interest. Also in aggravation, because of Respondent's misconduct, Baskette found it necessary to retain other counsel to represent the Sefried Estate and has incurred additional legal fees of about $5,000. (Tr. 81). See In re Stark, 2013PR00027, M.R. 27037 (Jan. 16, 2015) (Hearing Bd. at 27-28); In re German, 09 SH 06, M.R. 23520 (Mae. 16, 2010) (Hearing Bd. at 19-20).
After considering the cases cited by the Administrator and Respondent, we found the following cases to be instructive as to the appropriate sanction.
In Twohey, 191 Ill. 2d 75, respondent had an attorney-client relationship with both a person named Weck and a business called FRM. Twohey advised Weck to make loans to FRM without informing Weck of his conflict of interest and without advising Weck to consult independent counsel. Twohey also prepared the promissory note for the loan. At the time of the loan, Twohey was being paid by FRM and did substantial legal work on its behalf. The Court noted, however, that the attorney was not a shareholder in FRM and "did not receive any
PAGE 33:
additional compensation as a result of the transaction with Weck." Id. at 90. In addition, "Weck was generally aware of the risks involved in investing in FRM." There was a specific finding that the attorney's conduct "did not involve fraud or deliberate misrepresentations." However, the Court described the misconduct as "serious" and said that Twohey's "failure to recognize such a clear conflict of interest reveals a lack of understanding of his ethical obligations as an attorney." Id. at 90. He had practiced law for 30 years without prior discipline. A suspension of six months was imposed.
In In re Kent, 08 CH 121, M.R.23292 (Sept. 22, 2009), respondent had a conflict of interest when he represented the buyer in a real estate transaction and, at the same time, had an ongoing referral relationship with the seller, who was a real estate developer, Thus, respondent had a financial interest in the continuation of his relationship with the seller. Also, respondent signed as a witness to his client's signature on a power of attorney, but was not present when the document was signed. Respondent had no prior misconduct in about

12 years of practice; he cooperated and expressed remorse; "his motives were not deceitful, but his actions were intended to help all parties involved;" he is an active member of national and local bar associations; and he serves as legal advisor to a church on a pro bono basis. Also, several judges and lawyers were available to testify as to his excellent reputation for truth and veracity. The petition to impose discipline on consent was allowed, and a suspension for 90 days was imposed.
In In re Biagini, 07 SH 13, M.R. 23136 (Sept. 22, 2009), respondent represented two clients, the Hummell brothers, and prepared a contract for their sale of real estate to a person named Breheny. Breheny was a business partner of respondent in real estate ventures, and the funds used by Breheny in the transaction with the Hummells came from his business relationship with respondent. . The respondent did not disclose to the Hummells that Breheny was his
PAGE 34:
business partner or where Breheny's funds came from. Also, he did not advise them to consult with another attorney about the contract. In aggravation, the respondent showed no remorse, and he failed to recognize "his conflict of interest and his ethical obligations to his clients." There was "substantial evidence in mitigation," including a "long history of volunteering in his community and in his church, and several witnesses "vouched for his good character." Such witnesses included a former mayor, a vice-president of a university, the CEO of a bank, a retired judge, and a monsignor of the Catholic Church. Also, the respondent had practiced law for about 35 years with no prior discipline. A suspension of 90 days was imposed.
In In re Beaupre, 03 SH 32. M.R. 20233 (Sept. 26, 2005), respondent prepared several wills over a 10-year period for clients and friends Mr. and Mrs. Gravers. All of the will contained bequeaths to respondent and his wife. The final will was prepared for Mrs. Graves after her husband's death, and left the residual estate to respondent and his wife. Respondent was found to have had a conflict of interest (Rule 1.7) and violated Rule 1.8 (c) which prohibited a lawyer from preparing an instrument substantially benefiting lawyer or the lawyer's spouse. Respondent also had a conflict of interest when he represented the executor of Mrs. Graves' estate and, at the same time, represented some beneficiaries in contesting her will. Respondent had no prior discipline in 35 years of practice; fully cooperated; there was no charge or evidence of dishonesty; he had an "impressive array of character witnesses" and was involved in numerous volunteer and community activities. There was no aggravation. A suspension for 90 days was imposed.
After considering the nature of the Respondent's misconduct, the aggravating and mitigating factors, the cases discussed above, the arguments by counsels, and the purpose of a
PAGE 35:
disciplinary sanction, we conclude that a suspension for 90 days is the appropriate sanction in this matter. Therefore, we recommend that the Respondent, Robert Vernon Elder, be suspended from the practice of law for a period of ninety (90) days.
Respectfully Submitted,
Sonni Choi Williams
Elizabeth N. Carrion
Pamela Hammond-McDavid
CERTIFICATION
I, Kenneth G. Jablonski, Clerk of the Attorney Registration and Disciplinary Commission of the Supreme Court of Illinois and keeper of the records, hereby certifies that the foregoing is a true copy of the Report and Recommendation of the Hearing Board, approved by each Panel member, entered in the above entitled cause of record filed in my office on March 26, 2015.
Kenneth G. Jablonski, Clerk of the
Attorney Registration and Disciplinary
Commission of the Supreme Court of Illinois

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
MOULTRIE COUNTY, ILLINOIS

FILED
CIRCUIT COURT
MAR 03 2014
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

In the Matter of the Estate of	)	
	)	
ROGER L. HARRISON, SR.,	)	No. 2013-P-26
	)	
Deceased.	)	

ORDER OF ADJUDICATION OF DIRECT CRIMINAL CONTEMPT

This matter coming on for hearing on the charge of direct criminal contempt against, Roger Lyle Harrison, Jr. Contemnor, and said Contemnor appearing in open court, and the Court being fully advised in the premises, finds:

1. This Court has jurisdiction over the subject matter and these parties.

2. On February 28, 2014, the above-captioned cause was being heard in the regular course of this Court's business. The Contemnor appeared before the Court Pro Se and certain claimants appeared by their counsel of record, Mr. Craig Runyon.

3. The cause was called for hearing on the claimants' Motion to Compel Execution and Filing of Oath and Bond which was duly filed and properly noticed for hearing.

4. On November 14, 2013, the Contemnor, Roger Lyle Harrison, Jr. accepted nomination for appointment as Administrator of the estate of his father, the decedent, in the instant proceeding. That nomination had been filed with the Court by the surviving spouse of the decedent, who was entitled to preference in nomination after she declined to serve as Administrator. During proceedings conducted on November 14, 2013, the said Roger Lyle Harrison, Jr. consented to the appointment in open court and agreed to serve in said capacity as Administrator. Inasmuch as the Contemnor was Pro Se, the Court directed the Clerk of the Court to prepare an oath of office and bond without surety for execution by Roger Lyle Harrison, Jr. and was further directed to mail said documentation to Mr. Harrison for execution and return to the Court for filing. The Court on that date specifically ordered the Contemnor, Mr. Harrison, to execute and return the documentation to the Court within 14 days of his receipt of same. The documents were duly prepared and mailed by the Clerk and were never returned to the Court for filing.

5. During proceedings conducted on February 28, 2014, the Court inquired of the Contemnor if he had in fact executed and returned the oath and bond as ordered and the Contemnor replied that he had not done so. The Court then inquired if the Contemnor was willing to execute the documents in open court. Again, the Contemnor refused to execute the documents after being ordered to do so. Upon warning the Contemnor of the possible consequences of his refusal to execute the documents, including the possibility he could be held in either direct civil or direct criminal contempt, the Contemnor continued in his refusal to sign the documents as directed by the Court. The Contemnor gave no explanation as to his refusal.

6. The Court then found the Contemnor, Roger Lyle Harrison, Jr. to be in direct criminal contempt of the Court's order previously entered on November 14, 2013 and found that such refusal impeded the Court's ability to properly adjudicate the administration of the Estate of Roger Lyle Harrison, Sr., the decedent herein. The Court further finds that the Contemnor's refusal to properly execute the documents and enter upon his duties, lessened the dignity of the Court and brought the administration of justice into disrepute. The Court further finds that the Contemnor's conduct was designed to impede and delay proceedings in this cause and specifically to delay adjudication of the claims filed against the Estate by the claimants represented by Mr. Runyon.

7. Although afforded an additional opportunity to execute the documents and comply with the Court's direct order, the Contemnor would not assent to sign the documents.

IT IS THEREFORE ORDERED AND ADJUDGED THAT THE CONTEMNOR, ROGER LYLE HARRISON, JR., IS, BY REASON OF HIS CONDUCT, FOUND TO BE IN DIRECT CRIMINAL CONTEMPT OF COURT. JUDGEMENT IS ENTERED ON THE FINDING.

It is further ordered and adjudged that, as a sanction for the contempt, Roger Lyle Harrison is hereby sentenced to a period of 14 days in the Moultrie County Jail. The Contemnor is found to be eligible for consideration of day for day good behavior allowance if so awarded by the Sheriff on this sentence.

Mittimus of Commitment is ordered stayed until March 17, 2014 at 1:30 p.m., at which time the Defendant will report to the Moultrie County Jail.

ENTER: 2-3-14

DAN L. FLANNELL, CIRCUIT JUDGE

IN THE CIRCUIT COURT
FOR THE SIXTH JUDICIAL CIRCUIT OF ILLINOIS
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

FILED
SIXTH JUDICIAL CIRCUIT
DEC 15 2014
Cynthia J. Braun
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

LYLE ROGER HARRISON and ANDREW LUX HARRISON as Co-Trustees of the ROGER LYLE HARRISON SR. REVOCABLE TRUST DATED THE 10TH DAY OF JULY, 2012 and Successor Co-Trustees of the PETER LUX DECLARATION TRUST DATED THE 26TH DAY OF FEBRUARY 1924,	)	
Plaintiffs,	)	
vs.	)	No. 2013-CH-35
FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, Co-Trustees under the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997,	)	
Defendants.	)	

EXHIBIT "A"

DEC 23 2014

ORDER OF INDIRECT CIVIL CONTEMPT

The above-captioned cause having come on before the Court on the 4th day of December, 2014 for hearing upon the RULE TO SHOW CAUSE that was directed to LYLE ROGER HARRISON and ANDREW LUX HARRISON, and was entered by this Court on October 29, 2014, and FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, Co-Trustees under the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, appear by and through their attorney, DAVID Y. EBERSPACHER of TAPELLA & EBERSPACHER LLC, and LYLE ROGER HARRISON and

ANDREW LUX HARRISON appear not, after having been personally served with said RULE TO SHOW CAUSE on November 21, 2014 by the Sheriff of Moultrie County, and the Court having reviewed and considered the ORDER entered in this cause on May 1, 2014, having reviewed and considered the MOTION FOR FINDING OF INDIRECT CIVIL CONTEMPT & FOR SANCTIONS filed in this cause on August 26, 2014, together with each of the Exhibits attached thereto, and the Court having reviewed and considered the RULE TO SHOW CAUSE directed against LYLE ROGER HARRISON and ANDREW LUX HARRISON, issued by this Court, and filed in this cause on October 29, 2014, and the Court having reviewed and considered the Return of Service to Rule to Show Cause showing personal service on November 21, 2014 by the Sheriff of Moultrie County of the RULE TO SHOW CAUSE upon LYLE ROGER HARRISON and having reviewed the Return of Service to Rule to Show Cause showing personal service on November 21, 2014 by the Sheriff of Moultrie County of the RULE TO SHOW CAUSE upon ANDREW LUX HARRISON, each Return of Service having been filed in this cause on December 2, 2014, and the Court having reviewed and considered the AFFIDAVIT OF ATTORNEY IN SUPPORT OF MOTION FOR SANCTIONS filed in this cause by Attorney DAVID Y. EBERSPACHER on November 21, 2014, and the Court having heard statements and arguments from Attorney DAVID Y. EBERSPACHER, and the Court being otherwise fully advised in the premises, FINDS as follows:

1. That on May 1, 2014, this Court entered an ORDER that provides, in pertinent part, as follows:

> "B. In addition to the aforesaid, until further Order of this Court, LYLE ROGER HARRISON and ANDREW LUX HARRISON are ordered not to file any type of lawsuit or Pleading in any of the Counties within the Sixth Judicial Circuit of

> Illinois on behalf of any legal entity or any individual, except themselves, without first presenting the proposed lawsuit or Pleading to the Circuit Court of Moultrie County, Illinois and obtaining permission from a Judge of said Court to file such Pleading or lawsuit."

2. That on July 14, 2014, LYLE ROGER HARRISON and ANDREW LUX HARRISON caused "COUNTERCLAIMS" directed against FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, against FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, as Co-Trustees of the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, against HARDWARE STATE BANK OF LOVINGTON, ILLINOIS, against U. S. BANK OF SPRINGFIELD, ILLINOIS, and against OKAW FARMERS CO-OP, INC. to be filed in Moultrie County cause 2013-L-7 and caused nearly identical "COUNTERCLAIMS" to be filed in Piatt County cause 2013-CH-57. Each of the COUNTERCLAIMS purport to be brought by LYLE ROGER HARRISON and ANDREW LUX HARRISON, as individuals, but a review of the COUNTERCLAIMS, the allegations contained therein, and the prayers for relief of said COUNTERCLAIMS show that the COUNTERCLAIMS are brought on behalf of the purported "Peter Lux Declaration of Trust Dated February 26, 1924," or on behalf of "the Roger Lyle Harrison, Sr. Declaration of Trust Dated July 20, 2012," or on behalf of "the nine Harrison children of Roger Lyle Harrison, Sr.," or on behalf of the next of kin of Roger Lyle Harrison, Sr. None of the COUNTERCLAIMS were presented to a Judge of the Circuit Court of Moultrie County for review and permission for filing before said COUNTERCLAIMS were filed in Moultrie County cause 2013-L-7 and in Piatt County cause 2013-CH-57 by LYLE ROGER HARRISON and ANDREW LUX HARRISON. The filing of said COUNTERCLAIMS, as

aforesaid, was contrary to and in direct violation of the provisions of the ORDER entered by the Court in this cause on May 1, 2014, and the filing of said COUNTERCLAIMS, as aforesaid, was done intentionally, willfully and knowingly, and in direct and contumacious disregard of the ORDER of this Court, and LYLE ROGER HARRISON and ANDREW LUX HARRISON are each found to be in indirect civil contempt.

3. That as a result of LYLE ROGER HARRISON and ANDREW LUX HARRISON failing to appear in Court on December 4, 2014, as they were ordered and directed to do in the aforesaid RULE TO SHOW CAUSE served upon them on November 21, 2014, and further as a result of their indirect civil contempt, as aforesaid, this Court finds that LYLE ROGER HARRISON and ANDREW LUX HARRISON should be taken into the custody of the Moultrie County Sheriff's Department, anywhere they may be found within the State of Illinois, and held and incarcerated in the Moultrie County Detention Center, Sullivan, Illinois, for an indeterminate period of time, without bond, with the condition that LYLE ROGER HARRISON and ANDREW LUX HARRISON may each purge themselves of their respective indirect civil contempt and obtain their respective release from such incarceration by filing with the Circuit Clerk of Moultrie County, in cause 2013-L-7, and by filing with the Circuit Clerk of Piatt County, in cause 2013-CH-57, MOTIONS TO STRIKE AND VOLUNTARILY WITHDRAW all COUNTERCLAIMS filed by each of them, in each of those causes, including all COUNTER-CLAIMS filed by them on July 14, 2014 against each Defendant or Counter-Defendant, and all COUNTERCLAIMS filed by ANDREW LUX HARRISON on September 18, 2014 against each Defendant or Counter-Defendant, and all COUNTERCLAIMS filed by LYLE ROGER HARRISON on October 8, 2014 against each Defendant or Counter-Defendant.

4. That as a result of LYLE ROGER HARRISON and ANDREW LUX HARRISON filing the aforesaid COUNTERCLAIMS in violation of this Court's ORDER of May 1, 2014, FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, Co-Trustees under the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, have incurred attorneys' fees and expenses in the amount of Eleven Thousand Three Hundred Fifty-Three and 91/100 Dollars ($11,353.91), not including attorneys' fees and expenses incurred on December 4, 2014, and HARDWARE STATE BANK has incurred attorneys' fees and expenses in the amount of One Thousand Five Hundred Twenty-Eight and 88/100 Dollars ($1,528.88), and OKAW FARMERS CO-OP, INC. has incurred attorneys' fees and expenses in the amount of Seven Hundred Eighty-Five and 20/100 Dollars ($785.20), all as more fully shown and set forth in the AFFIDAVIT OF ATTORNEY IN SUPPORT OF MOTION FOR SANCTIONS filed in this cause on December 4, 2014 by Attorney DAVID Y. EBERSPACHER and this Court finds that Judgments should be entered against LYLE ROGER HARRISON and ANDREW LUX HARRISON, jointly and severally, in the following amounts totaling Thirteen Thousand Six Hundred Sixty-Seven and 99/100 Dollars ($13,667.99):

A. Judgment should be entered in favor of FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, Co-Trustees under the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, against LYLE ROGER HARRISON and ANDREW LUX HARRISON, jointly and severally, in the amount of Eleven Thousand Three Hundred Fifty-Three and 91/100 Dollars ($11,353.91); and,

B. Judgment should be entered in favor of HARDWARE STATE BANK OF LOVINGTON, ILLINOIS, against LYLE ROGER HARRISON and ANDREW LUX HARRISON, jointly and severally, in the amount of One Thousand Five Hundred Twenty-Eight and 88/100 Dollars ($1,528.88); and,

C. Judgment should be entered in favor or OKAW FARMERS CO-OP, INC., against LYLE ROGER HARRISON and ANDREW LUX HARRISON, jointly and severally, in the amount of Seven Hundred Eighty-Five and 20/100 Dollars ($785.20).

5. That the Circuit Clerk of Moultrie County, Sullivan, Illinois should be ordered and directed to reject and not accept for filing any COUNTERCLAIM against any Co-Defendant or Counter-Defendant that is presented for filing by LYLE ROGER HARRISON or ANDREW LUX HARRISON in Moultrie County cause 2013-L-7 that has not been prepared and signed by an attorney licensed and authorized to practice law in the State of Illinois, unless an Order has first been entered by a Judge of the Circuit Court of the Sixth Judicial Circuit of Illinois authorizing the filing of such COUNTERCLAIM; and, a separate Order directing the Circuit Clerk of Moultrie County, Illinois to reject any attempted filing of any such COUNTERCLAIM by LYLE ROGER HARRISON and/or ANDREW LUX HARRISON should be prepared, entered in this cause, and a copy of such Order filed in Moultrie County cause of action 2013-L-7.

6. That the Circuit Clerk of Piatt County, Monticello, Illinois should be ordered and directed to reject and not accept for filing any COUNTERCLAIM against any Co-Defendant or Counter-Defendant that is presented for filing by LYLE ROGER HARRISON or ANDREW LUX HARRISON in Piatt County cause 2013-CH-57 that has not been prepared and signed by

an attorney licensed and authorized to practice law in the State of Illinois, unless an Order has first been entered by a Judge of the Circuit Court of the Sixth Judicial Circuit of Illinois authorizing the filing of such COUNTERCLAIM; and, a separate Order directing the Circuit Clerk of Piatt County, Illinois to reject any attempted filing of any such COUNTERCLAIM by LYLE ROGER HARRISON and/or ANDREW LUX HARRISON should be prepared, entered in this cause, and a copy of such Order filed in Piatt County cause of action 2013-CH-57.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED as follows:

A. LYLE ROGER HARRISON and ANDREW LUX HARRISON are each found to be in indirect civil contempt.

B. LYLE ROGER HARRISON and ANDREW LUX HARRISON should be taken into the custody of the Moultrie County Sheriff's Department, anywhere they may be found within the State of Illinois, and held and incarcerated in the Moultrie County Detention Center, Sullivan, Illinois, for an indeterminate period of time, without bond. LYLE ROGER HARRISON and ANDREW LUX HARRISON may each purge themselves of their respective indirect civil contempt and obtain their respective release from such incarceration by filing with the Circuit Clerk of Moultrie County, in Moultrie County cause 2013-L-7, and by filing with the Circuit Clerk of Piatt County, in Piatt County cause 2013-CH-57, MOTIONS TO STRIKE AND VOLUNTARILY WITHDRAW all COUNTERCLAIMS filed by each of them, in each of those causes, including all COUNTERCLAIMS filed by them on July 14, 2014 against each Defendant or Counter-Defendant, and all COUNTERCLAIMS filed by ANDREW LUX HARRISON on September 18, 2014 against each Defendant or Counter-Defendant, and all COUNTERCLAIMS

filed by LYLE ROGER HARRISON on October 8, 2014 against each Defendant or Counter-Defendant.

C. ATTACHMENT FOR CONTEMPT shall issue directing the Sheriff of Moultrie County, Illinois, and law enforcement officers of all other counties located within the State of Illinois, to take custody of LYLE ROGER HARRISON (d.o.b. 06/20/1973) and immediately bring LYLE ROGER HARRISON before this Court, to answer for his contempt of court.

D. MITTIMUS shall issue commanding the Sheriff of Moultrie County to hold LYLE ROGER HARRISON in the Moultrie County Detention Center, Sullivan, Illinois, for an indeterminate period of time, without bond, until further Order of this Court directing his release. LYLE ROGER HARRISON may purge himself of his indirect civil contempt and obtain his release from such incarceration by filing with the Circuit Clerk of Moultrie County, in cause 2013-L-7, and by filing with the Circuit Clerk of Piatt County, in cause 2013-CH-57, the aforesaid MOTIONS TO STRIKE AND VOLUNTARILY WITHDRAW all COUNTER-CLAIMS filed by him in each of those causes, including all COUNTERCLAIMS filed by him on July 14, 2014 against each Defendant or Counter-Defendant, and all COUNTERCLAIMS filed by him on October 8, 2014 against each Defendant or Counter-Defendant.

E. ATTACHMENT FOR CONTEMPT shall issue directing the Sheriff of Moultrie County, Illinois, and law enforcement officers of all other counties located within the State of Illinois, to take custody of ANDREW LUX HARRISON (d.o.b. 10/29/1977) and immediately bring ANDREW LUX HARRISON before this Court, to answer for his contempt of court.

F. MITTIMUS shall issue commanding the Sheriff of Moultrie County to hold ANDREW LUX HARRISON in the Moultrie County Detention Center, Sullivan, Illinois, for an

indeterminate period of time, without bond, until further Order of this Court directing his release. ANDREW LUX HARRISON may purge himself of his indirect civil contempt and obtain his release from such incarceration by filing with the Circuit Clerk of Moultrie County, in cause 2013-L-7, and by filing with the Circuit Clerk of Piatt County, in cause 2013-CH-57, the aforesaid MOTIONS TO STRIKE AND VOLUNTARILY WITHDRAW all COUNTER-CLAIMS filed by him in each of those causes, including all COUNTERCLAIMS filed by him on July 14, 2014 against each Defendant or Counter-Defendant, and all COUNTERCLAIMS filed by him on September 18, 2014 against each Defendant or Counter-Defendant.

G. Judgment is entered in favor of FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, Co-Trustees under the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, against LYLE ROGER HARRISON and ANDREW LUX HARRISON, jointly and severally, in the amount of Eleven Thousand Three Hundred Fifty-Three and 91/100 Dollars ($11,353.91); and,

H. Judgment is entered in favor of HARDWARE STATE BANK OF LOVINGTON, ILLINOIS, against LYLE ROGER HARRISON and ANDREW LUX HARRISON, jointly and severally, in the amount of One Thousand Five Hundred Twenty-Eight and 88/100 Dollars ($1,528.88); and,

I. Judgment is entered in favor or OKAW FARMERS CO-OP, INC., against LYLE ROGER HARRISON and ANDREW LUX HARRISON, jointly and severally, in the amount of Seven Hundred Eighty-Five and 20/100 Dollars ($785.20).

J. An Order directing the Circuit Clerk of Moultrie County, Illinois to reject any attempted filing of any COUNTERCLAIM by LYLE ROGER HARRISON and/or ANDREW

LUX HARRISON is to be prepared, entered in this cause, and a copy of such Order filed in Moultrie County cause 2013-L-7.

K. An Order directing the Circuit Clerk of Piatt County, Illinois to reject any attempted filing of any COUNTERCLAIM by LYLE ROGER HARRISON and/or ANDREW LUX HARRISON is to be prepared, entered in this cause, and a copy of such Order filed in Piatt County cause 2013-CH-57.

L. Other findings or orders (if any): _____

_____

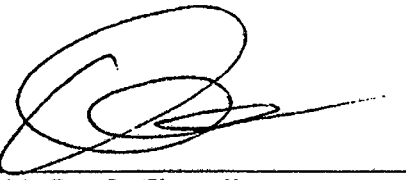
_____

_____

_____.

IT IS SO ORDERED:

ENTERED this 15 day of December, 2014



Honorable Dan L. Flannell

IN THE CIRCUIT COURT
FOR THE SIXTH JUDICIAL CIRCUIT OF ILLINOIS
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

LYLE ROGER HARRISON and ANDREW LUX HARRISON as Co-Trustees of the ROGER LYLE HARRISON SR. REVOCABLE TRUST DATED THE 10TH DAY OF JULY, 2012 and Successor Co-Trustees of the PETER LUX DECLARATION TRUST DATED THE 26TH DAY OF FEBRUARY 1924,	)	
Plaintiffs,	)	
vs.	)	No. 2013-CH-35
FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, Co-Trustees under the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997,	)	
Defendants.	)	

CONTEMPT MITTIMUS

TO THE SHERIFF OF MOULTRIE COUNTY, ILLINOIS:

You are commanded to take and keep custody of LYLE ROGER HARRISON in the Moultrie County Detention Center, Sullivan, Illinois, for an indefinite period of incarceration, or until released by process of law, pursuant to the Order of this Court entered on December 15, 2014.

You are to serve this writ and return it without delay.

WITNESS December 15, 2014.

(Seal of Court)

Cynthia J. Brade
(Clerk of the Circuit Court)

By: _____
(Deputy)

RETURN

On _____, 20____, I took custody of LYLE ROGER HARRISON and I am keeping him in the Moultrie County Detention Center.

_____
Sheriff

Statement Required of Members of the Judiciary of the State of Illinois

RECEIVED
MAR - 9 2011
CLERK
SUPREME COURT

STATEMENT OF

Dan L. Flannell
(Please type/print your name)

1. My current economic interests and the current economic interests of my immediate family (spouse and minor children residing with me) are as follows:

(Here list current economic interests specified in numbered paragraph 1 of the instructions setting forth the date (within 30 days of the date of filing) as of which said interests are being reported.)

1. Hardware State Bank, Lovington, IL - Bank account and common stock of Hardware State Bank held in IRA
2. First National Bank of Sullivan - Bank accounts, IRA accounts
3. United States government savings bonds
4. Personal residence located at [redacted]
5. Merril Lynch
6. 50% equity interest in partnership known as Main Street Travel, Sullivan, IL - investment income only, no personal services rendered
7. 401(k) account - Merril Lynch
8. 401(k) accounts - State of Illinois
9. 401(k) account - Morgan Stanley

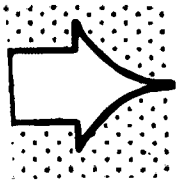
2. My former economic interests and the former economic interests of my immediate family (spouse and minor children residing with me) held during the year preceding the date of verification:

(Here list former economic interests specified in numbered paragraph 2 of the instructions.)

None

3. Creditors to whom amounts in excess of $500 are owed as of the date of verification or were owed during the year preceding the date of verification by me or members of my immediate family (spouse and minor children residing with me), exclusive of revolving charge accounts with an outstanding liability equal to or less than $5,000, the amount of each such obligation outstanding as of the date of verification and the maximum amount of each such obligation during such preceding year within the categories set forth in numbered paragraph 3 of the instructions:

(Here list in accordance with numbered paragraph 3 of the instructions.)



	Current	Within Last Year
Hardware State Bank of Lovington	E	E
First National Bank of Sullivan	B	B
American Express	B	B
Mastercard	D	D

4. The name of any individual personally known by me to be licensed to practice law in Illinois who is a co-owner with me or members of my immediate family (spouse and minor children residing with me) of any of the economic interests disclosed in paragraphs 1 and 2, and the name of any person who has acted as a surety or guarantor of any of the obligations required to be disclosed in paragraph 3.

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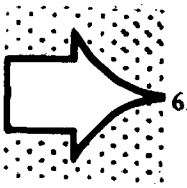
None

5. **My offices, directorships, and salaried employments and the offices, directorships and salaried employments of my immediate family** (spouse and minor children residing with me) **are as follows:**

(Here list in accordance with numbered paragraph 5 of the instructions.)

Dan L. Flannell - None currently

Spouse - Patty L. Flannell - AMT, Inc.
Carlsbad, CA
Nursing Supplies Sales



6. **Pending cases in which I or members of my immediate family** (spouse and minor children residing with me) **have an interest are as follows:**

(Here list pending cases in which you or members of your immediate family are parties in interest, or an economic entity in which you or they have an interest is a party, in accordance with numbered paragraph 6 of the instructions.)

None

7. **My fiduciary positions, including executorships and directorships, and the fiduciary positions of the members of my immediate family** (my spouse and minor children residing with me) **are as follows:**

(Here list fiduciary positions in accordance with numbered paragraph 7 of the instructions.)

None

8. **The name of the donor of gifts received by me or members of my immediate family** (spouse and minor children residing with me) **during the year preceding the date of verification, are as follows:**

(Here list gifts in accordance with numbered paragraph 8 of the instructions.)

None

9. My economic interests and relationships and those of my immediate family (spouse and minor children residing with me), other than those listed in numbered paragraphs 1 to 8 hereof, which could create conflicts of interest for me in my judicial capacity are as follows:

(Here insert any economic interest or relationship which might or could create a substantial conflict of interest.)

None

VERIFICATION

Pursuant to Supreme Court Rule 68, I declare that this Statement of Economic Interests, including any accompanying schedules and statements, as it relates to me and members of my immediate family, has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Judge's Signature

March 8, 2011
Date

FILED
MAR 9 2011
SUPREME COURT
CLERK

(Complete Below - Please Do Not Detach)

RECEIVED
MAR - 8 2012
CLERK
SUPREME COURT

Statement Required of Members of the Judiciary of the State of Illinois

STATEMENT OF

Dan L. Flannell

(Please type/print your name)

1. **My current economic interests and the current economic interests of my immediate family** (spouse and minor children residing with me) **are as follows:**

(Here list current economic interests specified in numbered paragraph 1 of the instructions setting forth the date (within 30 days of the date of filing) as of which said interests are being reported.)

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4. Personal residence located at [redacted]
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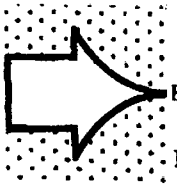
2. **My former economic interests and the former economic interests of my immediate family** (spouse and minor children residing with me) **held during the year preceding the date of verification:**

(Here list former economic interests specified in numbered paragraph 2 of the instructions.)

None

3. Creditors to whom amounts in excess of $500 are owed as of the date of verification or were owed during the year preceding the date of verification by me or members of my immediate family (spouse and minor children residing with me), exclusive of revolving charge accounts with an outstanding liability equal to or less than $5,000, the amount of each such obligation outstanding as of the date of verification and the maximum amount of each such obligation during such preceding year within the categories set forth in numbered paragraph 3 of the instructions:

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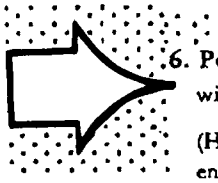
None

5. **My offices, directorships, and salaried employments and the offices, directorships and salaried employments of my immediate family** (spouse and minor children residing with me) **are as follows:**

(Here list in accordance with numbered paragraph 5 of the instructions.)

Dan L. Flannell - None currently

Spouse - Patty L. Flannell - AMT, Inc.
Carlsbad, CA
Nursing Supplies Sales



6. **Pending cases in which I or members of my immediate family** (spouse and minor children residing with me) **have an interest are as follows:**

(Here list pending cases in which you or members of your immediate family are parties in interest, or an economic entity in which you or they have an interest is a party, in accordance with numbered paragraph 6 of the instructions.)

None

7. **My fiduciary positions, including executorships and directorships, and the fiduciary positions of the members of my immediate family** (my spouse and minor children residing with me) **are as follows:**
(Here list fiduciary positions in accordance with numbered paragraph 7 of the instructions.)

None

8. **The name of the donor of gifts received by me or members of my immediate family** (spouse and minor children residing with me) **during the year preceding the date of verification, are as follows:**
(Here list gifts in accordance with numbered paragraph 8 of the instructions.)

None

9. **My economic interests and relationships and those of my immediate family** (spouse and minor children residing with me), **other than those listed in numbered paragraphs 1 to 8 hereof, which could create conflicts of interest for me in my judicial capacity are as follows:**

(Here insert any economic interest or relationship which might or could create a substantial conflict of interest.)

None

VERIFICATION

Pursuant to Supreme Court Rule 68, I declare that this Statement of Economic Interests, including any accompanying schedules and statements, as it relates to me and members of my immediate family, has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Judge's Signature

3-6-12

Date

FILED

MAR 8 2012

SUPREME COURT
CLERK

(Complete Below - Please Do Not Detach)

RECEIVED
MAR -4 2013
CLERK
SUPREME COURT

Statement Required of Members of the Judiciary of the State of Illinois

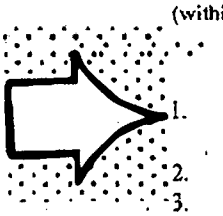
STATEMENT OF

Dan L. Flannell

(Please type/print your name)

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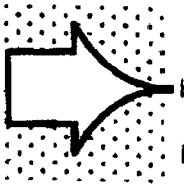
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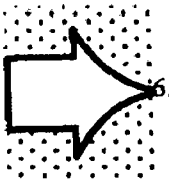
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Philadelphia, PA.
Nursing Supplies Sales



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VERIFICATION

Pursuant to Supreme Court Rule 68, I declare that this Statement of Economic Interests, including any accompanying schedules and statements, as it relates to me and members of my immediate family, has been examined by me and to the best of my knowledge, correct and complete.

Judge's Signature

March 1, 2013
Date

FILED
MAR 4 2013
SUPREME COURT
CLERK

(Complete Below – Please Do Not Detach)

Statement Required of Members of the Judiciary of the State of Illinois

RECEIVED

MAR 0 6 2014

SUPREME COURT CLERK

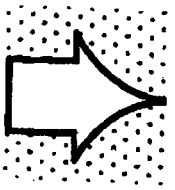
STATEMENT OF

Dan L. Flannell

(Please type/print your name)

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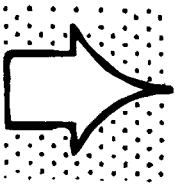
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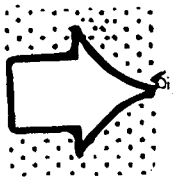
None

5. My offices, directorships, and salaried employments and the offices, directorships and salaried employments of my immediate family (spouse and minor children residing with me) are as follows:

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Spouse - Patty L. Flannell - Gentell, Inc.
Philadelphia, PA.
Nursing Supplies Sales



6. Pending cases in which I or members of my immediate family (spouse and minor children residing with me) have an interest are as follows:

(Here list pending cases in which you or members of your immediate family are parties in interest, or an economic entity in which you or they have an interest is a party, in accordance with numbered paragraph 6 of the instructions.)

None

7. My fiduciary positions, including executorships and directorships, and the fiduciary positions of the members of my immediate family (my spouse and minor children residing with me) are as follows:
(Here list fiduciary positions in accordance with numbered paragraph 7 of the instructions.)

None

8. The name of the donor of gifts received by me or members of my immediate family (spouse and minor children residing with me) during the year preceding the date of verification, are as follows:
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None

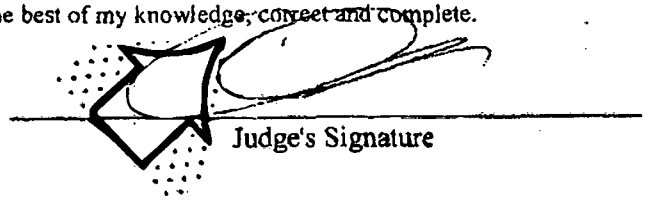
9. My economic interests and relationships and those of my immediate family (spouse and minor children residing with me), other than those listed in numbered paragraphs 1 to 8 hereof, which could create conflicts of interest for me in my judicial capacity are as follows:

(Here insert any economic interest or relationship which might or could create a substantial conflict of interest.)

None

VERIFICATION

Pursuant to Supreme Court Rule 68, I declare that this Statement of Economic Interests, including any accompanying schedules and statements, as it relates to me and members of my immediate family, has been examined by me and to the best of my knowledge, correct and complete.



Judge's Signature

March 4, 2014
Date

(Complete Below – Please Do Not Detach)

Receipt of Statement

(This receipt will be returned to you when the statement is filed in the Supreme Court Clerk's Office in Springfield, IL.)

The Supreme Court Clerk hereby acknowledges receipt of your Statement of Economic Interests and Relationships, filed pursuant to Supreme Court Rule 68. Your Statement was filed as of the date below.

Please print / type:

Name: Dan L. Flannell

Business Address: Moultrie County Courthouse
10 South Main, Suite 12
Sullivan, IL 61951
City State Zip

Revised 01/04

9. My economic interests and relationships and those of my immediate family (spouse and minor children residing with me), other than those listed in numbered paragraphs 1 to 8 hereof, which could create conflicts of interest for me in my judicial capacity are as follows:

(Here insert any economic interest or relationship which might or could create a substantial conflict of interest.)

None

VERIFICATION

Pursuant to Supreme Court Rule 68, I declare that this Statement of Economic Interests, including any accompanying schedules and statements, as it relates to me and members of my immediate family, has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Judge's Signature

March 10, 2014
Date

FILED
MAR 12 2014
SUPREME COURT
CLERK

(Complete Below – Please Do Not Detach)

Statement Required of Members of the Judiciary of the State of Illinois

RECEIVED
MAR 13 2015
CLERK
SUPREME COURT

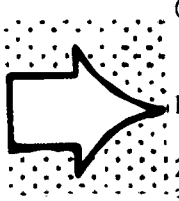
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Dan L. Flannell

(Please type/print your name)

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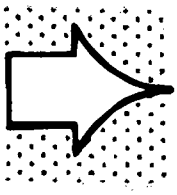
2. **My former economic interests and the former economic interests of my immediate family** (spouse and minor children residing with me) **held during the year preceding the date of verification:**

(Here list former economic interests specified in numbered paragraph 2 of the instructions.)

None

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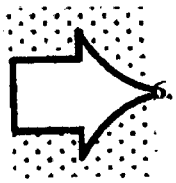
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Philadelphia, PA.
Nursing Supplies Sales



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None

7. **My fiduciary positions, including executorships and directorships, and the fiduciary positions of the members of my immediate family** (my spouse and minor children residing with me) **are as follows:**
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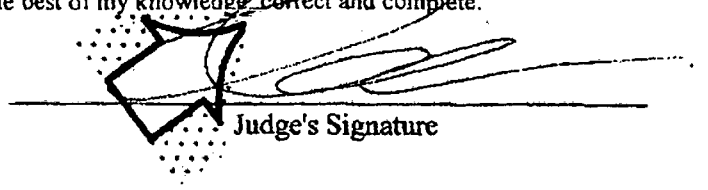
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VERIFICATION

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Judge's Signature

March 9, 2015
Date

(Complete Below – Please Do Not Detach)

Statement Required of Members of the Judiciary of the State of Illinois

RECEIVED
MAR - 7 2016
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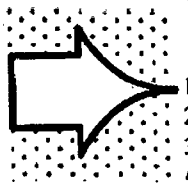
STATEMENT OF

Dan L. Flannell

(Please type/print your name)

1. **My current economic interests and the current economic interests of my immediate family** (spouse and minor children residing with me) **are as follows:**

(Here list current economic interests specified in numbered paragraph 1 of the instructions setting forth the date (within 30 days of the date of filing) as of which said interests are being reported.)



1. Hardware State Bank, Lovington, IL - Bank account in Hardware State Bank held in IRA
2. First National Bank of Sullivan - Bank accounts
3. United States government savings bonds
4. Personal residence located at: [redacted]
5. Merril Lynch
6. 50% equity interest in partnership known as Main Street Travel, Sullivan, IL - investment income only, no personal services rendered
7. 401(k) accounts - State of Illinois

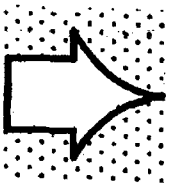
2. **My former economic interests and the former economic interests of my immediate family** (spouse and minor children residing with me) **held during the year preceding the date of verification:**

(Here list former economic interests specified in numbered paragraph 2 of the instructions.)

None

3. **Creditors to whom amounts in excess of $500 are owed as of the date of verification or were owed during the year preceding the date of verification by me or members of my immediate family** (spouse and minor children residing with me), **exclusive of revolving charge accounts with an outstanding liability equal to or less than $5,000, the amount of each such obligation outstanding as of the date of verification and the maximum amount of each such obligation during such preceding year within the categories set forth in numbered paragraph 3 of the instructions:**

(Here list in accordance with numbered paragraph 3 of the instructions.)



	Current	Within Last Year
Hardware State Bank of Lovington	E	E
First National Bank of Sullivan	B	B
American Express	B	B
Mastercard	D	D

4. **The name of any individual personally known by me to be licensed to practice law in Illinois who is a co-owner with me or members of my immediate family** (spouse and minor children residing with me) **of any of the economic interests disclosed in paragraphs 1 and 2, and the name of any person who has acted as a surety or guarantor of any of the obligations required to be disclosed in paragraph 3.**

(Here list in accordance with numbered paragraph 4 of the instructions.)

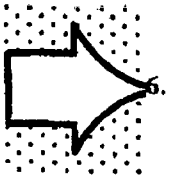
None

5. **My offices, directorships, and salaried employments and the offices, directorships and salaried employments of my immediate family** (spouse and minor children residing with me) **are as follows:**

(Here list in accordance with numbered paragraph 5 of the instructions.)

Dan L. Flannell - None currently

Spouse - Patty L. Flannell - Gentell, Inc.
Philadelphia, PA.
Nursing Supplies Sales



6. **Pending cases in which I or members of my immediate family** (spouse and minor children residing with me) **have an interest are as follows:**

(Here list pending cases in which you or members of your immediate family are parties in interest, or an economic entity in which you or they have an interest is a party, in accordance with numbered paragraph 6 of the instructions.)

None

7. **My fiduciary positions, including executorships and directorships, and the fiduciary positions of the members of my immediate family** (my spouse and minor children residing with me) **are as follows:**
(Here list fiduciary positions in accordance with numbered paragraph 7 of the instructions.)

None

8. **The name of the donor of gifts received by me or members of my immediate family** (spouse and minor children residing with me) **during the year preceding the date of verification, are as follows:**
(Here list gifts in accordance with numbered paragraph 8 of the instructions.)

None

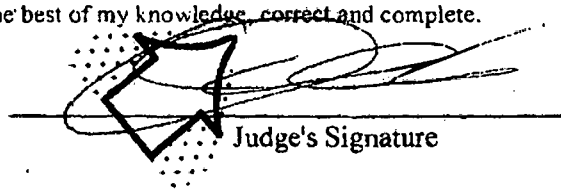
9. **My economic interests and relationships and those of my immediate family** (spouse and minor children residing with me), **other than those listed in numbered paragraphs 1 to 8 hereof, which could create conflicts of interest for me in my judicial capacity are as follows:**

(Here insert any economic interest or relationship which might or could create a substantial conflict of interest.)

None

VERIFICATION

Pursuant to Supreme Court Rule 68, I declare that this Statement of Economic Interests, including any accompanying schedules and statements, as it relates to me and members of my immediate family, has been examined by me and to the best of my knowledge, correct and complete.



Judge's Signature

February 29, 2016
Date

FILED
MAR - 7 2016
SUPREME COURT
CLERK

(Complete Below – Please Do Not Detach)

ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION
of the
SUPREME COURT OF ILLINOIS

EXHIBIT
1

REQUEST FOR INVESTIGATION

Use this form to request an investigation of:
1) an Illinois lawyer;
2) a non-Illinois lawyer who has provided legal services in Illinois; or
3) a non-lawyer who you are claiming has engaged in the unauthorized practice of law in Illinois.

Return the completed form by mail or facsimile to:

ARDC
130 E. Randolph Dr., Ste. 1500
Chicago, IL 60601-6219
Phone: (312) 565-2600 or (800) 826-8625
Fax: (312) 565-2320

or

ARDC
3161 W. White Oaks Dr., Ste. 301
Springfield, IL 62704
Phone: (217) 546-3523 or (800) 252-8048
Fax: (217) 546-3785

---

1. Your name: **LYLE ROGER HARRISON**

Street address: **1007 ASHLAND AVENUE**

City: **EVANSTON** State: **ILLINOIS** Zip: **60202**

Home phone: **8479778981** Work phone: Cell phone: **8479778981**

E-mail address: **LHARRISON@GLOBAL.T-BIRD.EDU**

2. Name of lawyer/person you want to be investigated: **TWILA JEANNINE GARRETT**

Name of law firm or business: **TWILA JEANNINE GARRETT LLP**

Street address: **106 WEST SALE STREET, P.O. BOX 244**

City: **TUSCOLA** State: **ILLINOIS** Zip: **61953**

Phone: **217.253.3832**

E-mail address: **TJEANNINE@YAHOO.COM**

3. Have you previously contacted the ARDC regarding this matter? Yes ☐ No ◉

If yes, when and how did you contact us?

4. Did you employ the lawyer/person you are complaining about: Yes ☐ No ◉

4a. If you answered yes to question 4:

When did the employment start? **APPROXIMATELY JANUARY 21, 2016 - APRIL 15, 2016**

What was the fee agreement?
ATTORNEY TWILA JEANNINE GARRETT WAS APPOINTED AS A PUBLIC DEFENDER IN MY CRIMINAL CASE MOULTRIE CASE 13-CF-47. MOULTRIE COUNTY HIRED HER TO DEFEND ME AND REPRESENT ME IN THIS CRIMINAL FELONY CASE.

How much have you paid the lawyer/person to date? **Moultrie County paid/will pay; approx. $2k - $10K**

4b. If you answered no to question 4 what is your connection to the lawyer/person?

ATTORNEY TWILA JEANNINE GARRETT WAS APPOINTED AS A PUBLIC DEFENDER IN MY CRIMINAL CASE MOULTRIE CASE 13-CF-47. MOULTRIE COUNTY HIRED HER TO DEFEND ME AND REPRESENT ME IN THIS CRIMINAL FELONY CASE.

5. If your request relates to a court case or other proceeding, please provide the following:

Name of court or agency: **MOULTRIE COUNTY COURT CASE 13-CF-47**

Name of case: **PEOPLE VS. LYLE ROGER HARRISON**

Case number: **MOULTRIE CRIMINAL CASE # 13-CF-47**

6. Please explain your complaint(s). Include important dates and names of witnesses and others involved. Use additional pages if necessary. Attach copies of documents that support your complaint, such as fee agreements, receipts, checks, letters and court papers.

A) Attorney Twila Jeannine Garrett violated the following rules of Misconduct outlined by the Supreme Court of Illinois; Section 8.4; a,b,c,d,e,f,h & j. Attorney Twila Jeannine Garrett also knowlingly, intentionally, and purposely violated my constitutional rights; the right to speedy trial, the right to counsel to represent me in a criminal matter, the right to face my accuser face to face, and the right to expert testimony on my behalf.

B) Attorney Jeannine Garrett was appointed January 21, 2016 as my public defender in Moultrie County for criminal case 13CF47.

1. At the first hearing in Douglas County before Judge Broch on January 21, 2016 Ms. Garrett waived my constitutional right to speedy trial against my objections and stated to the court, "since my Attorney rights override the (constitutional) rights of my client, Lyle Harrison, I hereby waive his right to speedy trial". Exhibit "A"

2. I then sent emails during the next month directing Attorney Garrett on my wishes for the criminal court case filed against me. Exhibits "B" Attorney Garrett rejected any and all direction I gave her on my criminal court case.

3. Over the course of +70 days from January 21 - April 14, Attorney Garrett wasted all my time, never met with me, submitted no court documents, subpoena'd no witnesses, denied me my constitutional rights, aided & abetted federal tax evasion of +$17.8 Million being committed by Judge Dan Flannell, Hardware State Bank, Attorney Robert V. Elder, and Attorney Garrett refused to be directed by me, her client, in almost any regard.

4. Attorney Jeannine Garrett refused to represent my wishes, do what I directed, and work on my behalf, violating RULE 8.4 a,b,c,d,e,f,h & j; and/or aided and abetted the following;

-Refused to submit my witness list emailed to her +2 months before trial.

-Refused to subpoena Attorney Ed Carter, the Attorney representing Illinois Attorney General Lisa Madigan, who would testify I was innocent of ALL charges and falsley accused.

-Refused to subpoena FBI agent Christian Anglin, who would testify I was innocent of ALL charges and falsley accused.

-Refused to subpoena Attorney Robert V. Elder for; Super Class "X" felony of property theft and Federal Tax Evasion of +$17.8 Million. Attorney Elder would have testified that I was innocent of ALL charges and falsely accused.

-Refused to report a known class "X" felony of tax evasion +$17.8 Million being committed by Attorney Robert V. Elder, Judge Dan Flannel, and participated in Misprison of Felony by her refusal and Misconduct to the detriment of her client.

-Without clients approval withdrew every motion filed by her client that would have exonerated her client and dismissed the criminal case against her client. (RULE 8.4; a,b,c,d,f)

-Lied to the Court and Lied to her client. (RULE 8.4; a,b,c,d,f)

-Lied to the Court concerning the civil rights of her client, speedy trial violations of 160 days, and knowingly, intentionally, and deliberately exercised all her power and intent to commit fraud upon her client, and knowingly assisted Judge Richard Broch and Prosecutor Charles Zalar to convict her client, Defendant Lyle Harrison of false charges. (RULE 8.4; a,b,c,d,f) Please see Exhibits; A,B,C,D,E,F

Signature: Lyle R Harrison Date: April 20, 2016

IN THE CIRCUIT COURT
FOR THE SIXTH JUDICIAL CIRCUIT OF ILLINOIS
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, Co-Trustees under the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, and DONALD COCHRAN,	)	
Plaintiffs,	)	
vs.	)	No. 2013-L-7
ROGER LYLE HARRISON, JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, PETER ANDREW HARRISON, individually and as the Co-Trustees of the ROGER LYLE HARRISON, SR. REVOCABLE TRUST DATED THE 10TH DAY OF JULY, 2012, ROBERT KAUFFMAN, CARGILL, INC., TOPFLIGHT GRAIN COOPERATIVE, INC. and OKAW FARMERS CO-OP, INC.,	)	
Defendants.	)	

AFFIDAVIT OF FLOYD M. WILLOUGHBY

The undersigned Affiant, FLOYD M. WILLOUGHBY, being first duly sworn, deposes and says as follows:

1. My name is Floyd M. Willoughby. I am 79 years of age. I was born and raised on a farm South and East of Lovington, Moultrie County, Illinois. I married Amy Lou Purvis, now known as Amy Lou Willoughby, on October 1, 1955 and my wife and I have remained married ever since. My wife and I lived on, and operated, a farm South and East of Lovington, Moultrie



County, Illinois, until 1959 when we moved to the State of California. My wife and I currently reside at 11 F Street, Chula Vista, California 91910, where we have resided for approximately 35 years.

2. I graduated from Lovington High School in 1953. I served two years in the United States Army, first in Texas and thereafter in Korea. I was Honorably Discharged from the United States Army in 1955. After moving to California, I attended California Western University and graduated with a degree in Business Administration from California Western University in 1969. From 1969 through 1972, I attended the University of San Diego Law School and graduated with a Juris Doctorate degree in 1972. I passed the California Bar exam in 1972 and became licensed to practice law by the State of California in December of 1972. I was actively involved in the practice of law in the State of California from 1972 to 1997, when I voluntarily elected to go on "inactive status." For approximately the last 20 years during which I was engaged in the active practice of law, I primarily practiced in the areas of Wills, Trusts, estate planning, probate, estate administration and related real estate transactions.

3. I started dating Amy Lou Purvis in 1952 and I became personally familiar with and acquainted with her father, Francis Purvis, and her mother, Faye Kinzel Lux Purvis, at that time. In 1952, I became aware that Faye Kinzel Lux Purvis possessed and caused to be farmed several tracts of Moultrie County real estate, including, but not limited to, the following:

> The Southwest Quarter (SW.1/4) of the Northwest Quarter (NW.1/4) of Section Twenty (20), Township Fifteen (15) North, Range Five (5) East of the Third Principal Meridian, Moultrie County, Illinois; (Permanent Index Number: 02-02-20-000-101)
>
> and,
>
> The Northeast Quarter (NE.1/4) of the Northeast Quarter (NE.1/4) of Section Nineteen (19), Township Fifteen (15) North, Range Five (5) East of the Third Principal Meridian, Moultrie County, Illinois. (Permanent Index Number: 02-02-19-000-203)

I also became aware, at that time, that Faye Kinzel Lux Purvis, as the Landlord, engaged Roy and Vernon Robbins to serve as the Farm Tenants on the aforesaid described tracts of Moultrie County real estate. Francis Purvis and Faye Kinzel Lux Purvis moved to California and resided near my wife and I for the rest of their lives. Faye Kinzel Lux Purvis continued to engage Roy and Vernon Robbins to serve as the Farm Tenants on the aforesaid tracts of Moultrie County real estate until the year 1982, when Roy and Vernon Robbins retired from farming. At no time from 1952 through 1982, while Faye Kinzel Lux Purvis was the Landlord and Roy and Vernon Robbins were the Farm Tenants on the aforesaid tracts of Moultrie County real estate, did any person ever call into question, in any manner, the possession of said tracts of real estate by Faye Kinzel Lux Purvis and her Farm Tenants.

4. In 1982, when Roy and Vernon Robbins retired as the Farm Tenants, Faye Kinzel Lux Purvis, as Landlord, engaged Donald Cochran to serve as the Farm Tenant on the aforesaid tracts of Moultrie County real estate. Donald Cochran was the Farm Tenant for Faye Kinzel Lux Purvis until the death of Faye Kinzel Lux Purvis on August 2, 1988. At no time while Donald Cochran served as the Farm Tenant for Faye Kinzel Lux Purvis did any person ever call into question, in any manner, the possession of said tracts of Moultrie County real estate by Faye Kinzel Lux Purvis and her Farm Tenant, Donald Cochran.

5. On the death of Faye Kinzel Lux Purvis, on August 2, 1988, my wife, Amy Lou Willoughby, became the Landlord and Amy Lou Willoughby engaged Donald Cochran to serve as the Farm Tenant on the aforesaid tracts of Moultrie County real estate. Donald Cochran served as the Farm Tenant for Amy Lou Willoughby on the aforesaid tracts of Moultrie County real estate until November 3, 1997, when Amy Lou Willoughby executed a DEED IN TRUST

wherein she, as the Grantor, conveyed the aforesaid tracts of Moultrie County real estate to "Floyd M. Willoughby and Amy Lou Willoughby, as Co-Trustees Under the Floyd M. Willoughby and Amy Lou Willoughby Declaration of Trust Dated September 18, 1997." Said DEED IN TRUST was recorded in the Office of the Moultrie County Clerk and Recorder on November 7, 1997, at 3:20 p.m., as Document Number 249284, Reference Number 97D-633. At no time while Donald Cochran served as the Farm Tenant for Amy Lou Willoughby on the aforesaid tracts of Moultrie County real estate did any person ever call into question, in any manner, the possession of said tracts of Moultrie County real estate by Amy Lou Willoughby, as Landlord, and Donald Cochran, as the Farm Tenant.

6. On November 3, 1997, Floyd M. Willoughby and Amy Lou Willoughby, as Co-Trustees of the Floyd M. Willoughby and Amy Lou Willoughby Declaration of Trust Dated September 18, 1997, as Landlords, engaged Donald Cochran to serve as the Farm Tenant on the aforesaid tracts of Moultrie County real estate. Donald Cochran has continued to serve as the Farm Tenant on the aforesaid tracts of Moultrie County real estate through date hereof. In the summer of 2012, my wife and I received a correspondence from "Roger Lyle Harrison, Sr., Sole Trustee" wherein it was stated that "the Harrison Family" was "laying claim" to the aforesaid tracts of Moultrie County real estate. My wife and I considered the letter, and the substance of the letter, to be preposterous and ignored it. At no time from November 3, 1997, until receipt of the aforesaid letter, did any person ever call into question, in any manner, the possession of said tracts of Moultrie County real estate by Floyd M. Willoughby and Amy Lou Willoughby, as Co-Trustees of the Floyd M. Willoughby and Amy Lou Willoughby Declaration of Trust Dated September 18, 1997, as Landlord, and Donald Cochran, as Farm Tenant.

7. That on September 9, 2013, Roger Lyle Harrison, Jr., Lyle Roger Harrison, Lux Harry Harrison, Andrew Lux Harrison, Peter Andrew Harrison as individuals and as Co-Trustees of the Roger Lyle Harrison Sr. Revocable Trust Dated July 10, 2012, caused a WARRANTY DEED IN TRUST to be recorded in the Moultrie County Clerk and Recorder's Office, as Document Number 298600, Reference Number 13D-420. In said WARRANTY DEED IN TRUST, Roger Lyle Harrison, Jr., Lyle Roger Harrison, Lux Harry Harrison, Andrew Lux Harrison and Peter Andrew Harrison purport to convey the aforesaid tracts of Moultrie County real estate to "The Roger Lyle Harrison Sr. Revocable Trust Dated July 10, 2012." On or about September 27, 2013, and again on or about September 29, 2013, one or more of the above-named Harrisons engaged Robert Kauffman to go upon the aforesaid tracts of Moultrie County real estate and harvest and remove the growing corn crop therefrom. At no time did I, Amy Lou Willoughby, Donald Cochran or any other person acting for any of us ever authorize or give any authority or permission to any of the above-named Harrisons, or Robert Kauffman, to go upon the aforesaid tracts of Moultrie County real estate or to harvest and remove any of the growing crops therefrom. My wife, I and Donald Cochran have requested the criminal prosecution of the person or persons responsible for doing so.

8. The real estate tax bills for the aforesaid tracts of Moultrie County real estate for the tax years 1989 through 1996 were addressed to and mailed to the following:

"Willoughby, Amy Lou
11 F Street
Chula Vista, CA 91910"

The real estate tax bills for the aforesaid tracts of Moultrie County real estate for the tax years 1997 through and including 2013 were addressed to and mailed to the following:

"Willoughby, Floyd & Amy Trust
% Floyd & Amy Lou Willoughby
11 F Street
Chula Vista, CA 91910"

I and Amy Lou Willoughby, individually or as Co-Trustees, have paid all of the real estate taxes assessed against the aforesaid tracts of Moultrie County real estate for the real estate tax years 1989 through and including 2013. A true and accurate photocopy of the real estate tax bills for the aforesaid tracts of Moultrie County real estate, for the tax years 1989 through and including 2013, which were paid by Amy Lou Willoughby or by Amy Lou Willoughby and me as Co-Trustees, are attached hereto as "Group Exhibit 1."

9. If sworn as a witness to testify in this cause, I can testify competently to those matters set forth in this, my AFFIDAVIT.

Further, Affiant saith not.

Floyd M. Willoughby
Floyd M. Willoughby

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that FLOYD M. WILLOUGHBY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposed therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2014.

_____
Notary Public

Prepared by:
DAVID Y. EBERSPACHER
TAPELLA & EBERSPACHER LLC
P.O. Box 627
Mattoon, Illinois 61938
T: (217) 639-7800
F: (217) 639-7810
eber@foryourjustice.com

Aff of Floyd Willoughby 7.28.14 mm.docx

JURAT

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

Subscribed and sworn to (or affirmed) before me on this 28th day of July 2014, by Floyd M. Willoughby, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Donna M. Alden



FILED
SIXTH JUDICIAL CIRCUIT
JUL 19 2013
Cynthia J. Reed
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

Last Will and Testament of Roger Lyle Harrison, Sr.

I, Roger L. Harrison Sr., of the city of Evanston, County of Cook and State of Illinois, being of sound and disposing mind and memory, do hereby make, ordain, publish and declare this to be my Last Will and Testament, hereby revoking all wills and codicils by me heretofore made.

First: It is my will that all my just debts and funeral expenses shall be paid by my Trustees hereinafter named as soon after my decease as conveniently may be.

Second: I hereby give and bequeath to my Trustees hereinafter named my household goods and all personal Chattel effects in and about my home, to be by them distributed to my wife, Joy Claire Harrison and to my children hereinafter named, leaving it entirely to the judgment and discretion of my said Trustees as to the manner in which said division is made, and their decision shall be final in that regard.

Third; I hereby further will and provide that my Trustees hereinafter named shall own all my personal estate (other than my

real estate, household goods, chattel effects, and coal, oil, gas and mineral rights that I may own at the time of my death in real estate) into money or government bonds and securities, and shall keep the same loaned at interest, and shall collect rentals from my properties until the date of the sale or sales thereof. And my said Trustees shall have full right and authority upon the payment of any government bonds or securities to re-invest the proceeds thereof in other government bonds or securities, and in the event it should be unwise to invest in government bonds or securities, then to invest in any other safe conservative securities. And I hereby will that after the payment of my just debts, funeral expenses and taxes and insurance upon properties, and costs and expenses of sale of properties, and any costs and expenses of administration upon my estate, that the entire residue including all bonds and securities and all money or other assets that may remain in my said residuary estate, shall be by my said Trustees distributed and divided as follows:

a. An equal one-tenth (1/10) portion (of money not property) or not more than $35,000 per year of my said residuary estate shall be held as a life estate by my said wife, Joy Claire Harrison during the term of her natural life (if Joy Claire Harrison divorces Roger Lyle Harrison Sr. before his death, she gets no residual income) and all net interest and

income shall be by my said Trustees, paid to the said Joy Claire Harrison as the same is collected for her personal use and benefit as long as she shall live. And at the death of my said wife, all of her share of said trust fund shall be divided in five equal parts and it shall be paid and delivered to my sons, Roger Lyle Harrison, Jr., Lyle Roger Harrison, Lux Harry Harrison, Andrew Lux Harrison, and Peter Andrew Harrison and the remaining nine-tenths (9/10s) shall be paid and delivered to my sons, Roger Lyle Harrison, Jr., Lyle Roger Harrison, Lux Harry Harrison, Andrew Lux Harrison, and Peter Andrew Harrison in equal shares to be their absolute property in fee simple, and if any of my said sons named in this paragraph should die without issue prior to my death, then the share herein devised to such son shall be equally divided between the surviving sons.

b. I hereby expressly further will and provide that my Trustees shall make a partial distribution of my estate within one (1) year and one (1) day after this will is admitted to probate, and shall at that time distribute all bonds and money except such amount as is necessary to reserve to take care of all costs and expenses and remainder of my estate shall be distributed from time to time as properties are sold and

proceeds thereof collected.

Fourth: I do hereby nominate and appoint my sons, Roger Lyle Harrison, Jr., Lyle Roger Harrison, Lux Harry Harrison, Andrew Lux Harrison, and Peter Andrew Harrison to be the joint trustees of this, my Last Will and Testament, the joint trustees of the Peter & Mary E. Lux Trust, joint trustees of the Lyle Lux Harrison Revocable Trust, and request that they be not required to give any bonds or security as such; and since I have given the major part of my estate to my sons above named, and I desire that my said Executors shall charge my estate no compensation as such but desire they be reimbursed for any actual expenses incurred as such Trustees. The decisions of the Trustees shall be by majority rule and shall be final. And if any of my said Trustees should die before the completion of said matter, then it is my desire that my surviving sons shall proceed as joint Trustees in the settlement of my estate in accordance with my Last Will and Testament, and in event all of my sons should die prior to the completion of all matters herein provided for, then it would be my desire that the male bodily heirs of my sons shall become the Successor Trustees and Executors of my estate.

Fifth: I do hereby give and grant unto my said Trustees full power to make sale of any and all tracts of real estate owned by me

at the time of my death, at either public or private sale upon such terms and conditions as they may decide would be terms and conditions for the best interests of my estate, and my said Trustees shall also have full power and authority to sell any and all coal, oil, gas or mineral rights that I may own in real estate at the time of my decease, and for the purposes aforesaid, my said Trustees are hereby authorized to procure abstracts of title and to make, execute, acknowledge and deliver all deeds, instruments and conveyances which may be necessary in the premises, and to do any and all other acts to properly carry out the purpose and intent of this will, whether herein expressly mentioned or not. And I hereby will and provide that in the event of the death or disability of any of my Trustees, then the successor or successors shall have the same right authority in all respects as is herein given and granted to my said Trustees.

Sixth: It is my will that if any beneficiary, heir, legatee under this, my Last Will and Testament, shall file any objections to this will or bring any suit or proceedings in law or in equity intending to set aside or contest this Will, then any part or portion of my estate bequeathed to such heir or heirs who shall bring such proceedings or shall permit his, her, or their name, or names, to be used in such proceedings, is hereby bequeathed to the other

beneficiaries who shall not in any manner interfere with this Will. And, it is my Will that any such heir or beneficiary who shall bring such proceeding to contest or set aside this Will or shall permit his, her, or their name or names to be used shall have no part in my estate of any kind or character.

Seventh: Upon the death of my wife, Joy Claire Harrison, or upon my death, whichever event shall last occur,

(a) All my real estate shall be distributed in equal shares to my 5 male bodily heirs; Roger Lyle Harrison Jr., Lyle Roger Harrison, Lux Harry Harrison, Andrew Lux Harrison, and Peter Andrew Harrison, absolutely and in fee simple, share and share alike;

(b) Money from my trust shall be distributed as follows:

1. The sum of $1,000 to my son Roger Lyle Harrison, Jr.
2. The sum of $1,000 to my son Lyle Roger Harrison
3. The sum of $1,000 to my son Lux Harry Harrison
4. The sum of $1,000 to my son Andrew Lux Harrison
5. The sum of $1,000 to my son Peter Andrew Harrison

(c) Any money or property distributed from my estate to my 4 daughters; Clara Harrison Karbine, Janet Harrison Crome,

Johanna Harrison Fickett, and Beth Harrison, shall be at the sole discretion and amounts to be determined by my 5 sons, Trustees of this my last will and testament. The decisions of my 5 sons; Roger Lyle Harrison Jr., Lyle Roger Harrison, Lux Harry Harrison, Andrew Lux Harrison and Peter Andrew Harrison shall be final in that regard and any other regarding my estate, property, and finances.

Eighth: The interest of any beneficiary in the income or principal of the trust estate shall be free from the control or interference of any creditor of a beneficiary or of a spouse or former spouse of a married beneficiary, and shall not be subject to attachment or susceptible of anticipation or alienation.

I grant all my estate and any power of appointment, power of disposition or any other powers I may possess to my 5 sons, as my 5 Trustees. I further grant all my property rights undivided in equal shares in my trust to my surviving sons. These Trustees shall be Trustees of the following Trusts; The Peter & Mary E. Lux Trusts, The Lyle Lux Harrison Trust, The Roger Lyle Harrison Sr. Revocable Trust and any other Trust I may have power or disposition over during any part of my life or at my death.

IN WITNESS WHEREOF, the Grantor has executed this Declaration of Trust on the date written below.

Roger Lyle Harrison

Signature of Roger Lyle Harrison, as Grantor

Date: June 8, 2010

Roger Lyle Harrison

Signature of Roger Lyle Harrison, as Trustee
of The Roger Lyle Harrison Living Trust

Date: June 8, 2010

Lyle R. Harrison

Signature of Lyle R. Harrison, as Trustee
of The Roger Lyle Harrison Living Trust

Date: June 8, 2010

Roger Lyle Harrison Sr. Trust Schedule of Property

(Peter & Mary E. Lux August 13, 1920 Deeds)

1. 28 ¼ acres off the East side of the Southeast (1/4) of the Northwest (1/4) Section 22, and 28 ¼ acres off the East side of the Northeast (1/4) of the Southwest (1/4) of Section 22. **(1920 Deed)**
2. The East (1/2) of the Southeast (1/4) of Section 22, and the South Sixty acres of the West (1/2) of the Southeast (1/4) of Section 22. **(1920 Deed)**
3. All of the property in the Mary E. Lux Trust & Lyle Lux Harrison Revocable Trust some of which is located in Sections 22 & 23. This includes; All of lots 6,7,8,9 of the Samuel S. Wood estate containing 180.89 acres. **(Trustees deed dated October 3, 1936 & December 6, 1976)** I, Roger L. Harrison Sr. as sole Trustee of the Mary E. Lux Trust and Lyle Lux Harrison Trust, revoke the deed filed with Charlotte H. Huggins' name, prepared by her husband, Attorney Rollin C. Huggins Jr. and filed by Attorney Robert V. Elder. **(Revoke Deed dated May 27, 1980)**
4. The Southwest (1/4) of the Northeast (1/4) and the North (1/2) of the Northwest (1/4) of the Southeast (1/4) of Section 22. **(July 7, 1936 Deed)**
5. The Southwest (1/4) of Section 23 and Lot (11) being the Northeast (1/4) of the Southwest (1/4) of Section 16. **(1920 Deed)**
6. The Northwest quarter (1/4) of the Northeast quarter (1/4) of section (32); the south half (1/2) of the Northeast quarter (1/4) of section 32; The Northeast quarter (1/4) of the Northeast quarter (1/4) of section (32); and the North half (1/2) of the Southeast quarter (1/4) of section (32); all in Township (16), North, Range (6), East of the Third Principal Meridian, situated in the County of Piatt in the state of Illinois, excepting railway right-of-way. **(1920 Deed)**

AND

Also, the Southwest quarter (1/4) of the Northwest quarter (1/4) of section (20), and the Northwest quarter (1/4) of the Northeast quarter (1/4) of the Northeast quarter (1/4) of section (19), Township (15), North Range (5), East of the Third Principal Meridian, situated in the county of Moultrie in the State of Illinois and Any other property I may own or control. **(1920 Deed)**

ACKNOWLEDGMENT

State of Illinois

County of COOK

On this 8th day of June, 2010, before me, ~~Roger~~ AA ANA L. ARIAS, personally appeared Roger Lyle Harrison and Lyle R. Harrison, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individuals whose names are subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity and that by his or her signature on the instrument the person executed the instrument.

Witness my hand and seal.

Signature of Notary Public: Ana L. Arias

"OFFICIAL SEAL"
ANA L. ARIAS
Notary Public - State of Illinois
My Commission Expires 10-31-2010

ATTESTATION AND DECLARATION OF WITNESSES

In our presence the Grantor above named has declared or signified that this instrument is the Grantor's Declaration of Trust and has signed and executed the instrument, and in the presence of the Grantor and each other we have hereunto subscribed our names on the date set forth under our signature.

1. Blanca Delgado
(Signature of witness)

Blanca Delgado
(Print Name)

Date: 06/08/2010

7201 N. California
(Address)

Chicago IL 60645
(City, State, ZIP)

2. [signature]
(Signature of witness)

Roberto Hernandez
(Print Name)

Date: 06/08/2010

7201 N. California
(Address)

Chicago IL 60645
(City, State, ZIP)

GOD'S WORD FROM THE KING JAMES AUTHORIZED VERSION BIBLE

***Genesis 1:1** ¶ In the beginning God created the heaven and the earth.*

***Proverbs 3:1** ¶ My son, forget not my law; but let thine heart keep my commandments:*
2 For length of days, and long life, and peace, shall they add to thee.
3 Let not mercy and truth forsake thee: bind them about thy neck; write them upon the table of thine heart:
4 So shalt thou find favour and good understanding in the sight of God and man.
5 Trust in the LORD with all thine heart; and lean not unto thine own understanding.
6 In all thy ways acknowledge him, and he shall direct thy paths.
7 ¶ Be not wise in thine own eyes: fear the LORD, and depart from evil.
8 It shall be health to thy navel, and marrow to thy bones.
9 Honour the LORD with thy substance, and with the firstfruits of all thine increase:
10 So shall thy barns be filled with plenty, and thy presses shall burst out with new wine.

CERTIFIED TRUE COPY:
DATE July 19, 2013
CIRCUIT CLERK, MOULTRIE COUNTY

TRUST AGREEMENT
ROGER LYLE HARRISON SENIOR REVOCABLE TRUST

This Trust Agreement is made this 10th day of July, A.D. 2012,
Between Roger Lyle Harrison Senior, as Grantor, and my five sons by blood which possess all my powers of appointment as Trustees, Beneficiaries, Executors and Administrators with the attorney of their choice to administer my entire residuary estate: Roger Lyle Harrison Junior, Lyle Roger Harrison, Lux Harry Harrison, Andrew Lux Harrison, and Peter Andrew Harrison, as Trustees, Beneficiaries, Executors, and Administrators of my entire residuary estate and this Trust Agreement. If my sons by blood decide to dissolve this trust agreement, they must divide the real estate property, income from the property, and all money subject to this trust in equal shares.

I, the Grantor, Roger Lyle Harrison Senior, hereby gives all power of appointment of my entire residuary estate over to the trustees of the Roger Lyle Harrison Senior Revocable Trust and transfer to the trustees all of the real estate property described in the attached schedule of the Roger Lyle Harrison Senior Revocable Trust. This trust property, and any other property owned by Roger Lyle Harrison Senior, that may be received by the trustees hereunder, but may not have been included at the time of this instrument, shall be held or disposed of upon the following trusts: My sons by blood must divide all the real estate property and income in equal shares and portions when they decide to dissolve this trust. When my sons decide to dissolve this trust agreement, it must be by unanimous vote with all of the trustees' signatures, including any successor trustee appointed by majority vote. If my grandsons divide this property, it must be in equal shares. This trust agreement supercedes all prior trusts, wills, codicils, or any other prior legal document subject to the real estate property stated in the attached schedule of this trust agreement.

Article I

The Grantor may, by signed instruments delivered to the trustees during the Grantor's life, revoke this agreement in whole or in part, and amend it from time to time in any respect. However, the duties of the trustees shall not be materially increased by any amendment without the written approval of the trustees.

Article II

During the life of the Grantor the trustees shall pay to the Grantor, or as he may otherwise direct in writing, such portions or all of the trust income and principal as he from time to time direct in writing. In addition, the trustees may also in the discretion of the trustees use such portions or all the trust income and principal for the Grantor's benefit as the trustees from time to time determines to be required or desirable for his support, comfort, and welfare in his accustomed manner of living, or for any other purpose the trustees believe to be to his best interests, adding any excess income to principal at the discretion of the trustees.

Article III

After the Grantor's Death the trustees shall, to the extent that the assets of the Grantor's estate (other than real estate, tangible personal property and any other property which in the sole judgment of the trustees do not have a readily realizable market value, and property necessary to satisfy any specific or pecuniary legacies made by the Grantor) are insufficient, pay the Grantor's funeral expenses; legally enforceable claims against the Grantor or his estate; reasonable expenses of administration of his estate; any allowances by court order for those dependent upon the Grantor; and all inheritance, estate and succession taxes payable by reason of the Grantor's death, together with any interest thereon or other additions thereto, other than taxes with respect to property which is not a part of this trust estate hereunder. The trustees may make such payments directly or may pay over the amounts thereof to the executors or administrators of the Grantor's estate.

Written statements by the executors or administrators of the sums to be paid hereunder shall be sufficient evidence of their amount and propriety for the protection of the trustees, and the trustees shall be under no duty to see to the application of any such payments. Any property or its proceeds not otherwise subject to Federal Estate Tax on the Grantor's death, and proceeds of insurance on the Grantor's life, shall not be used by the trustees for the foregoing purposes except that proceeds of insurance may be used to the extent that other assets of the trust estate are insufficient, but this sentence shall not limit the power of the trustees to purchase in equal shares assets from the Grantor's estate. Whether or not the assets of the Grantor's estate are insufficient to make the payments described in the foregoing sentences, if the trust contains United States Treasury Bonds redeemable at par prior to maturity in payment of Federal Estate Tax, the trustees shall pay directly the Federal Estate Tax payable by reason of the Grantor's death to the extent of the par value of such bonds accrued interest available for such payment. All payments pursuant to the preceding sentences shall be charged generally against the trust principal and shall be made without reimbursement from the Grantor's executors or administrators or from any other person.

The Trustees and Beneficiaries are as follows:

1). Roger Lyle Harrison Jr., Lyle Roger Harrison, Lux Harry Harrison, Andrew Lux Harrison, and Peter Andrew Harrison are the Trustees and Beneficiaries of this trust agreement and co-trustees and successor Trustees of the Lyle Lux Harrison Revocable Trust, The Mary E. Lux Trust, and any other Trust associated with the Peter and Mary E. Lux Estate(996 Acres). If any trustee shall pass away without having male heirs, the deceased trustees' wife will receive an amount of money once a year as a Life-Estate, the amount of this Life-Estate is determined by a majority decision by the trustees and is terminated upon her death.

This Life-Estate is not to be transferred to anyone else, but the real property will pass to the trustees Per Capita.

2). The trustees shall manage and distribute some or all of the income in equal distributions. The distributions will be no less than once a year and the date will be determined by a majority decision between the trustees.

3). Each trustee named in this instrument is entitled to receive an equal $1/5^{th}$ share of property and income, but if a trustee wants to sell his share, that trustee is bound by this trust agreement document to give the other trustees of this instrument, right of first refusal of any sale of property over which this instrument has power.

4). The Grantor's wife, Joy Claire Harrison, shall receive a Life-Estate of an amount determined by the trustees once a year from trust income or principal upon the Grantor's death. This Life-Estate is terminated upon her death and is not to be transferred to anyone else.

5). The Grantor's daughter's: Clara Alma Karbine, Janet Bertha Crome, Johanna Claire Fickett, and Beth Johanna Harrison are each entitled to a Life-Estate of an amount of money to be determined by the trustees with power of appointment given to them from the Grantor, Roger Lyle Harrison Senior.

Article IV

1). If any beneficiary to whom the trustees of any trust hereunder is directed in a preceding provision to distribute a share of trust principal is under the age of twenty-five years when the distribution is to be made, his share shall vest in interest in him indefeasibly, but the trustees may in the discretion of the trustees continue to hold it as a separate trust until the beneficiary reaches that age, in the meantime using for his benefit so much of the income and principal as the trustees determine to be reasonably required, In addition to his other income from all sources known to the trustees, for his comfortable support and education, and adding any excess income to principal at the discretion of the trustees.

2). If at any time any beneficiary to whom the trustees are directed in this instrument to pay any income is under legal disability or is in the opinion of the trustees incapable of properly managing his or her affairs, the trustees may use such income for his/her comfortable support.

3). Upon the death of any beneficiary, any accrued or undistributed income shall be held and accounted for, or distributed, in the same manner as if it had accrued and been received before the beneficiary's death.

4). The trustees either may expend directly any income or principal which the trustees are authorized in this instrument to use for the benefit of any person, or may pay it over to him or for his use either of his parents or to his guardian or to any person with whom he is residing without responsibility for its expenditure.

5). No interest under this instrument shall be transferable or assignable, or be subject during any beneficiary's life to the claims of his creditors.

6). The trustees may act in reliance upon a court order admitting an instrument to probate as the will of the holder of the power or finding that he died intestate, and unless within three months after the holder's death the trustees have actual notice of the existence of a will or of probate proceedings the trustees may assume that he died intestate (but this sentence shall not affect any right which an appointee or beneficiary in default of appointment may have against any distributee).

7). Notwithstanding anything herein to the contrary, the trust under this instrument shall terminate not later than twenty-one years after the death of the last survivor of the Grantor and the Grantor's descendents living on the date of this instrument, when the trustees shall distribute each remaining trust hereunder to the beneficiary, at that time, of the current income.

8). This instrument and the dispositions hereunder, shall be construed and regulated by the Laws and Statutes in the State of Illinois.

Article V

1). The trustees shall have the following powers, and any others that may be granted by law, with respect to each trust hereunder, to be exercised as the trustees in the discretion of the trustees determines to be in the best interests of the beneficiaries:

(a). To retain any property or undivided interests in property devised, bequeathed or transferred to the trustees, including residential property, regardless of any lack of diversification, risk or non-productivity;

(b). To invest and reinvest the trust estate in any property and undivided interests in property, wherever located, including bonds, notes secured or unsecured, stocks of corporations regardless of class, real estate or any interest in real estate and interests in trusts, investment trusts or companies, and common trust funds, 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 make leases and subleases for terms as long as two hundred years, even though the terms may extend beyond the termination of the trust; to subdivide or improve real estate and to build, tear down or alter improvements; to grant easements, give consents and make contracts relating to real estate or its use; and to release or dedicate any interest in real estate;

(e). To borrow money and to mortgage or pledge any trust property;

(f). To employ attorneys, auditors and investment advisors, and to act without independent investigation upon their recommendations, and to employ depositaries, proxies and agents, with or without discretionary powers; and to keep any property in the name of a trustee or a nominee, with or without disclosure of any fiduciary relationship, or in bearer form;

(g). To determine in any equitable manner the ascertainment of income and principal, and the allocation or appointment between income and principal of all receipts and disbursements; and to select an annual accounting period;

(h). To take any action with respect to conserving or realizing upon the value of any trust property, and with respect to foreclosures, reorganizations or other changes affecting any trust property; to collect, pay, contest, compromise or abandon demands of or against the trust estate, wherever situated; 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;

(i). To receive additional property from any source and add it to and commingle it with the trust estate;

(j). To make any distribution or division of the trust property in cash or in kind or both, and to continue to exercise any powers and discretion hereunder 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;

(k). To allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or portions, and to determine the value or any such property.

2). Any trustee shall be entitled to receive reasonable compensation for services rendered in administering and distributing the trust property, and to reimbursement for expenses. Compensation will be at current market rate.

3). No person paying money or delivering any trust property to any trustee need to see to its application.

4). To the extent that such requirements can legally be waived, no trustee shall ever be required to post any bond as trustee; to qualify before, be appointed by or in the absence of breach of trust account to any court; to obtain the order or approval of any court in the exercise of any power or discretion hereunder; or to be

personally liable upon any contract, note or other instrument executed hereunder or for any indebtedness of the trust estate. Any trustee could be found personally liable for any losses that can be proven by their own personal negligent acts.

5). The trustees may enter into any transaction authorized by this Article with trustees, executors or administrators of other trusts or estates in which any beneficiary hereunder has interest, even though any such trustee or representative is also trustee hereunder; and in any such transaction may purchase property or make loans on notes secured by property, even though similar or identical property constitutes all or a large portion of the balance of the trust estate, and may retain any such property or note with the same freedom as if it had been an original part of the trust estate.

6). No trustee shall ever be accountable for any act or default of, or have any responsibility for the accounts of, any other trustee.

Article VI

1). Any Trustee may resign at any time by a signed instrument filed with the trust records after giving written notice, specifying the effective date of the resignation, to the beneficiary or beneficiaries, at the time of giving notice, of the current trust income.

2). If any trustee or beneficiary under this instrument dies, resigns, or refuses or is unable to act, their sons by blood shall become successor trustees in their place. Thereafter, if any trustee or successor trustee at any time dies, resigns, or refuses or is unable to act, an individual or a corporation (authorized under the laws of the United States or of any state to administer trusts and having total capital, surplus and undivided profits of at least Ten Million Dollars) may be appointed as trustee in such trustees' place by an instrument filed with the trust records and signed by or on behalf of the beneficiary or beneficiaries, at the time of appointment, of at least two-thirds of the current trust income.

3). The approval of the accounts of any trustee, in an instrument signed by or on behalf of the beneficiary or beneficiaries, at the time of approval, of the current trust income shall be a complete release and discharge of such trustee with respect to the administration of the trust property for the period covered by such accounts, binding upon all persons.

4). The guardian or conservator of the estate of a beneficiary under legal disability, or either of the parents or the guardian of the person of a minor beneficiary for whose estate no guardian has been appointed, may act for the beneficiary in signing any instrument under this Article.

5). Any corporate successor trustee to the trust business of any corporate trustee designated herein or at any time acting hereunder shall succeed to the capacity of its predecessor, without conveyance or transfer.

6). Any successor trustee hereunder shall have all the title, powers, and discretion of the original trustee, without conveyance or transfer.

7). If at any time any trust property is situated in a jurisdiction in which any trustee is unable or unwilling to act, such person (who may be an officer or employer of any corporate trustee) or corporation as may be appointed in an instrument signed by the trustee (or by the then acting President of any corporate trustee) shall act as trustee with respect to that property, and such trustee and every successor trustee so appointed shall have all the title, powers and discretion with respect to that property that are herein given to the trustee. The net income from that property and any net proceeds of its sale shall be paid over to the principal trustees.

8). The principal trustees are authorized to transfer the situs of any trust property to any other jurisdiction as often as the principal trustees deem it is advantageous to the trust, appointing a substitute trustee to the principal trustees to act with respect thereto; and in connection therewith, to delegate to the substitute trustee any or all of the powers given to the principal trustees, who may elect to act as adviser to the substitute trustee and shall receive reasonable compensation for so

acting; and to remove any acting substitute trustee and appoint another, or reappoint the principal trustees, at will.

9). If the Grantor's executors or administrators elect to claim as a deduction for income tax purposes any expenditures payable out of the principal of the Grantor's estate, which would otherwise be allowable as a deduction for estate tax purposes, no adjustment shall be made between principal and income by reason of the election. All decisions regarding any major change or expense in excess of $10,000 must be discussed, approved, or rejected by a majority vote from all of the trustees. If at any time the Grantor becomes incapacitated, the trustees can immediately take over and handle all financial matters and business of the Grantor's estate.

State Of Illinois)

) SS.

County Of ~~Cook~~ Douglas)

I, the undersigned, a Notary Public in and for the County of ~~Cook~~ Douglas, State of Illinois, do hereby certify that Roger Lyle Harrison Senior, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Roger Lyle Harrison Sr (SEAL)

Roger Lyle Harrison Senior, Grantor

GIVEN under my hand and official seal this 10th day of JULY, A.D. 2012.

J. Stout

Notary Public

J.L. STOUT
NOTARY PUBLIC
DOUGLAS COUNTY, IL
MY COMMISSION EXPIRES 19 JULY 2013

My Commission Expires

Jessica Hickstead (SEAL)

WITNESS

(SEAL)

WITNESS

(SEAL)

WITNESS

This instrument is signed and sealed on this date first above written.
10th day of JULY A.D. 2012

Roger Lyle Harrison Sr. (SEAL)
Roger Lyle Harrison Senior, Grantor

Roger Lyle Harrison Jr. (SEAL)
Roger Lyle Harrison Junior, Trustee

Lyle Roger Harrison (SEAL)
Lyle Roger Harrison, Trustee

(SEAL)
Lux Harry Harrison, Trustee

Andrew Lux Harrison (SEAL)
Andrew Lux Harrison, Trustee

(SEAL)
Peter Andrew Harrison, Trustee

I, Roger Lyle Harrison state that if any relative, beneficiary, heir, spouse, or legatee under this instrument or any other legal instrument or document admitted to probate as my last will and testament, shall file any objections to this trust agreement and my last will and testament or bring any suit or proceedings in law or in equity intending to set aside or contest this my will and intent (To leave all my real estate property to my 5 sons in equal shares) than any part or portion of my estate bequeathed to such heir or heirs who shall bring such proceedings or shall permit his, her, or their name, to be used shall have no part in my estate of any kind or character, and shall be immediately disinherited.

VERIFICATION OF THE ROGER LYLE HARRISON SENIOR REVOCABLE TRUST BY GRANTOR AND TRUSTEE ROGER LYLE HARRISON SENIOR

ROGER LYLE HARRISON, being first duly sworn on his oath, deposes and says that he has read the foregoing document, knows the contents thereof, and that the same is true in substance and in fact.

Roger Lyle Harrison Sr
ROGER LYLE HARRISON SENIOR

Subscribed and sworn to before me this 17th day of JULY, 2012 by Roger Lyle Harrison Senior for the purposes herein set forth.

DATE _____ J.L. STOUT NOTARY PUBLIC DOUGLAS COUNTY, IL MY COMMISSION EXPIRES 19 JULY 2013 _____ Notary Public

ROGER LYLE HARRISON SENIOR
1007 Ashland Avenue
Evanston, Illinois 60202

VERIFICATION OF THE ROGER LYLE HARRISON SENIOR REVOCABLE TRUST BY TRUSTEE ROGER LYLE HARRISON JUNIOR

ROGER LYLE HARRISON, being first duly sworn on his oath, deposes and says that he has read the foregoing document, knows the contents thereof, and that the same is true in substance and in fact.

Roger Lyle Harrison Jr.
ROGER LYLE HARRISON JUNIOR

Subscribed and sworn to before me this 17th day of JULY, 2012 by Roger Lyle Harrison Junior for the purposes herein set forth.

J.L. STOUT NOTARY PUBLIC DOUGLAS COUNTY, IL MY COMMISSION EXPIRES 19 JULY 2013 _____ Notary Public

ROGER LYLE HARRISON JUNIOR
1223 Allen Street
Manitowoc, Wisconsin 54220

VERIFICATION OF THE ROGER LYLE HARRISON SENIOR REVOCABLE TRUST BY TRUSTEE LYLE ROGER HARRISON

LYLE ROGER HARRISON, being first duly sworn on his oath, deposes and says that he has read the foregoing document, knows the contents thereof, and that the same is true in substance and in fact.

Lyle Roger Harrison
LYLE ROGER HARRISON

Subscribed and sworn to before me this 9th day of September, 20 12 by Lyle Roger Harrison for the purposes herein set forth.

Blanca Delgado
Notary Public

LYLE ROGER HARRISON
1007 Ashland Avenue
Evanston, Illinois 60202

"OFFICIAL SEAL"
BLANCA DELGADO
Notary Public - State of Illinois
My Commission Expires 4-5-2013

VERIFICATION OF THE ROGER LYLE HARRISON SENIOR REVOCABLE TRUST BY TRUSTEE LUX HARRY HARRISON

LUX HARRY HARRISON, being first duly sworn on his oath, deposes and says that he has read the foregoing document, knows the contents thereof, and that the same is true in substance and in fact.

Lux Harry Harrison
LUX HARRY HARRISON

Subscribed and sworn to before me this 15th day of September, 20 12 by Lux Harry Harrison for the purposes herein set forth.

County of Manitowoc
State of Wisconsin

Notary Public
exp 10-13-2013

LUX HARRY HARRISON
1105 Manila Road
Manitowoc, Wisconsin 54220

VERIFICATION OF THE ROGER LYLE HARRISON SENIOR REVOCABLE TRUST BY TRUSTEE ANDREW LUX HARRISON

ANDREW LUX HARRISON, being first duly sworn on his oath, deposes and says that he has read the foregoing document, knows the contents thereof, and that the same is true in substance and in fact.

ANDREW LUX HARRISON

Subscribed and sworn to before me this 19th day of JULY, 2012 by Andrew Lux Harrison for the purposes herein set forth.

J.L. STOUT
NOTARY PUBLIC
DOUGLAS COUNTY,
MY COMMISSION EXPIRES JULY 2013

Notary Public

ANDREW LUX HARRISON
1007 Ashland Avenue
Evanston, Illinois 60202

VERIFICATION OF THE ROGER LYLE HARRISON SENIOR REVOCABLE TRUST BY TRUSTEE PETER ANDREW HARRISON

PETER ANDREW HARRISON, being first duly sworn on his oath, deposes and says that he has read the foregoing document, knows the contents thereof, and that the same is true in substance and in fact.

PETER ANDREW HARRISON

Subscribed and sworn to before me this 17th day of July, 2012 by Peter Andrew Harrison for the purposes herein set forth.

Notary Public

LISA BAILEY
NOTARY
My Comm. Expires
Apr. 13, 2016
No. 1225477
PUBLIC
STATE OF FLORIDA

PETER ANDREW HARRISON
214 Mirabelle
Pensacola, Florida 32514

Roger Lyle Harrison Senior Revocable Trust
Schedule Of Trust Real Estate Property & Legal Descriptions

Peter & Mary E. Lux August 13th 1920 Deeds, July 23, 1936 Deed & October 3, 1936 Deed, and Lyle Lux Harrison Deed-in-Trust December 6, 1976

All Real Estate herein described is in Township (15) North, Range (5) East of the (3rd) Principal Meridian, in Moultrie County, Illinois Contains Approximately ~ 760 acres of Farmland & Piatt County, Illinois Containing approximately ~235.6 Acres.

1). Twenty-Eight (¼) acres off the East side of the Southeast (¼) of the Northwest (¼) of Section 22.(**1920 Deed**) And also, Twenty-Eight (¼) acres off the East side of the Northeast (¼) of the Southwest (¼) of Section 22.(**1920 Deed**)

2). The East (½) of the Southeast (¼) of Section 22, and the South Sixty acres of the West (½) of the Southeast (¼) of Section 22.(**1920 Deed**)

3). All of the property in the legal description in the attached schedule of the Lyle Lux Harrison Revocable Trust located in Sections 22 & 23. This includes; All of Lots 6, 7, 8, and 9 of the Samuel S. Wood Estate containing 180.89 acres.(**Trustees Deeds dated December 6, 1976**) I, Roger Lyle Harrison Sr. as Sole Trustee, revoke the Fraudulent Deed filed with Charlotte H. Huggins' name, prepared by her husband, Attorney Rollin C. Huggins JR. and filed by Attorney Robert V. Elder (**I revoke Deed dated May 27, 1980**)

4). The Southwest (¼) of the Northeast (¼) and the North (½) of the Northwest (¼) of the Southeast (¼) of Section 22.(**July 23, 1936 Deed**)

5). The Southwest (¼) of Section 23 and Lot (11) being the Northeast (¼) of the Southwest (¼) of Section 16.(**1920 Deed**)

6) The Northwest quarter (1/4) of the Northeast quarter (1/4) of section (32); the south half (1/2) of the Northeast quarter (1/4) of section (32); the Northeast quarter (1/4) of the Northeast quarter (1/4) of section (32); and the North half (1/2) of the Southeast quarter (1/4) of section (32); all in Township (16), North Range (6), East of the Third Principal Meridian, situated in the County of Piatt in the state of Illinois, excepting railway right of way. AND
Also the Southwest quarter (1/4) of the Northwest quarter (1/4) of section (20), and the Northwest quarter (1/4) of the Northeast quarter (1/4) of the Northeast quarter (1/4) of section (19), Township (15), North, Range (5), East of the Third Principal Meridian, situated in the county of Moultrie in the state of Illinois. (**1920 Deed**)

7) Part of the Southwest quarter of section (22), Township 15. 790.3 feet to the point of beginning. Situated in Moultrie County, Illinois. Containing 1.86 Acres (**2012 Deed**)

7) All of the gas, oil, coal, and mineral rights on all real property in this trust agreement above herein mentioned.

July 10, 2012 Roger Lyle Harrison Sr. (SEAL)
Roger Lyle Harrison Senior, Grantor

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RECORDED ON
08/02/2012 03:41:01PM
PAGES: 4 REF#: 120-325
PLAT CAB:
GEORGIA C. ENGLAND
CLERK & RECORDER
MOULTRIE COUNTY, IL
RHSP FEE: 10.00

WARRANTY DEED IN TRUST

MAIL TO:
Jerry Stout
P.O. Box 112
Arcola, IL 61910

NAME AND ADDRESS
OF TAXPAYER:

Roger Lyle Harrison, Sr.
1007 Ashland Avenue
Evanston, IL 60202

RECORDER'S STAMP

THIS INDENTURE WITNESSETH, that GRANTOR, ROGER LYLE HARRISON, SR., for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid, CONVEYS and QUITCLAIMS unto GRANTEE, the ROGER LYLE HARRISON SENIOR REVOCABLE TRUST dated July 10, 2012, all his interest in the following described real estate situated in the COUNTY of MOULTRIE and STATE of ILLINOIS, to-wit:

PART OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION TWENTY-TWO (22), TOWNSHIP FIFTEEN (15) NORTH, RANGE FIVE (5) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION TWENTY-TWO (22); MEASURE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION TWENTY-TWO (22), A DISTANCE OF 185.9 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY NUMBER 1; THENCE, DEFLECT RIGHT 103 DEGREES 20 MINUTES 30 SECONDS, A DISTANCE OF 812.3 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY NUMBER 1 AND THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION TWENTY-TWO (22); THENCE, SOUTHERLY 790.3 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 1.69 ACRES, MORE OR LESS;

SUBJECT to all covenants, conditions, restrictions and easements apparent or of record; all applicable zoning laws and ordinances; and General Real Estate Taxes.

Permanent Index Number: 02-02-22-000-302

Property Address: 2201 CR 950 E, Lovington

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

Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all homestead exemption statutes of the State of Illinois and represents and warrants the premises conveyed herein not to be homestead property.

IN WITNESS WHEREOF, the Grantor hereunto set his hand and seal this 17th day of July, 2012.

Roger Lyle Harrison Sr
ROGER LYLE HARRISON, SR.

STATE OF ILLINOIS)
) ss.
COUNTY OF Douglas)

I, the undersigned Notary Public in and for said County and State, DO HEREBY CERTIFY that ROGER LYLE HARRISON, SR., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 17th day of July, 2012.

OFFICIAL SEAL
DESIRE'E HUCKSTEP
NOTARY PUBLIC - STATE OF ILLINOIS
DOUGLAS COUNTY
My Comm. Expires February 11, 2013

Notary Public

My commission expires _____.

PREPARED BY:
Jerry Stout; Atty. No. 6199950
130 No. Locust/P.O. Box 112
Arcola, IL 61910
217/268-3609

EXEMPT UNDER PROVISIONS OF
PARAGRAPH e, SECTION 4,
REAL ESTATE TRANSFER ACT.

DATE: July 17, 2012

Roger Lyle Harrison Sr
Buyer, Seller or Representative

STATE OF ILLINOIS)

COUNTY OF Douglas) ss.

PLAT ACT AFFIDAVIT

I, ROGER LYLE HARRISON, SR., under the penalties of perjury on oath state that I reside at 1007 Ashland Avenue, Evanston, IL 60202, and further state:

A. X That the attached Deed is not in violation of 765 ILCS 205/1a, in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or,

B. ___ That the attached Deed is not in violation of 765 ILCS 205/1b, for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor. provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

AFFIANT further states that this Affidavit is made for the purpose of inducing the Recorder of Deeds of Moultrie County, Illinois, to accept the attached Deed for recording, and that all local requirements applicable to the subdivision of land are met by the attached Deed and the tract described therein

Roger Lyle Harrison Sr.
Affiant

SUBSCRIBED and SWORN TO before me this 17 day of July, 2012.

OFFICIAL SEAL
DESIRE'E HUCKSTEP
NOTARY PUBLIC - STATE OF ILLINOIS
DOUGLAS COUNTY
My Comm. Expires February 11, 2013

Desire'e Huckstep
Notary Public

My commission expires_____



295703
RECORDED ON
07/25/2012 09:21:01AM
PAGES: 4 REF#: 12D-300
PLAT CAB:
GEORGIA C. ENGLAND
CLERK & RECORDER
MOULTRIE COUNTY, IL
RHSP FEE: 10.00

WARRANTY DEED IN TRUST

MAIL TO:
Roger Lyle Harrison Sr.
1007 Ashland Avenue
Evanston, IL 60202

NAME AND ADDRESS
OF TAXPAYER:
Lyle Roger Harrison, Trustee
1007 Ashland Avenue
Evanston, Illinois 60202

RECORDER'S STAMP

THIS INDENTURE WITNESSETH, that GRANTOR, ROGER LYLE HARRISON, SR., for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid, CONVEYS and QUITCLAIMS unto GRANTEE, the ROGER LYLE HARRISON SENIOR REVOCABLE TRUST dated July 19, 2012, all his interest in the following described real estate situated in the COUNTY of MOULTRIE and STATE of ILLINOIS, to-wit:

Lots 6,7,8,&9; commencing at the Southeast corner of the said Northeast quarter, North 31 chains, 36 links to the East line of the Wabash Railroad right of way, thence Southwesterly along the line of said right of way 33 chains, 92 links, to the East and West Quarter section line, thence East on said line 12 chains and 93 ½ links to the place of beginning. All in the Northwest Quarter of section 22, Township 15 North, Range 5 East of the Third Principal Meridian, containing 20.29 acres; and all of the Northwest Quarter (NW1/4) of Section 23 Township 15 North, Range 5 East of the Third Principal Meridian, containing 160.60 acres.

SUBJECT to all covenants, conditions, restrictions and easements apparent or of record; all applicable zoning laws and ordinances; and General Real Estate Taxes.

Permanent Index Numbers: 02-02-22-000-201 and 02-02-23-000-100

Property Address: 1017 CR 2250 North, Lovington, IL 61937

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

Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all homestead exemption statutes of the State of Illinois and represents and warrants the premises conveyed herein not to be homestead property.

IN WITNESS WHEREOF, the Grantor hereunto set his hand and seal this 23 day of July, 2012.

Roger Lyle Harrison Sr

ROGER LYLE HARRISON, SR.

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, the undersigned Notary Public in and for said County and State, DO HEREBY CERTIFY that ROGER LYLE HARRISON, SR., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 23 day of July, 2012.

Blanca Delgado
Notary Public

My commission expires 04.05.2013

"OFFICIAL SEAL"
BLANCA DELGADO
Notary Public - State of Illinois.
My Commission Expires 4-5-2013

PREPARED BY:
Roger Lyle Harrison Sr.
1007 Ashland Avenue
Evanston, IL 60202
847.864.4995

EXEMPT UNDER PROVISIONS OF
PARAGRAPH e, SECTION 4,
REAL ESTATE TRANSFER ACT.

DATE: July 23, 2012

Roger Lyle Harrison Sr
Buyer, Seller or Representative

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

PLAT ACT AFFIDAVIT

I, ROGER LYLE HARRISON, SR., under the penalties of perjury on oath state that I reside at 1007 Ashland Avenue, Evanston, IL 60202, and further state:

A. X That the attached Deed is not in violation of 765 ILCS 205/1a, in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or,

B. ___ That the attached Deed is not in violation of 765 ILCS 205/1b, for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

AFFIANT further states that this Affidavit is made for the purpose of inducing the Recorder of Deeds of Moultrie County, Illinois, to accept the attached Deed for recording, and that all local requirements applicable to the subdivision of land are met by the attached Deed and the tract described therein

Roger Lyle Harrison Sr
Affiant

SUBSCRIBED and SWORN TO before me this 23 day of July, 2012.

Blanca Delgado
Notary Public

My commission expires 04.05.2013

"OFFICIAL SEAL"
BLANCA DELGADO
Notary Public - State of Illinois
My Commission Expires 4-5-2013



295849

RECORDED ON
08/14/2012 01:36:01PM
PAGES: 4 REF#: 12B-341
PLAT CAB:
GEORGIA C. ENGLAND
CLERK & RECORDER
MOULTRIE COUNTY, IL
RHSP FEE: 10.00

WARRANTY DEED IN TRUST

MAIL TO:
Roger Lyle Harrison Sr.
1007 Ashland Avenue
Evanston, IL 60202

NAME AND ADDRESS
OF TAXPAYER:
Lyle Roger Harrison, Trustee
1007 Ashland Avenue
Evanston, Illinois 60202

RECORDER'S STAMP

THIS INDENTURE WITNESSETH, that GRANTOR, ROGER LYLE HARRISON, SR., for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid, CONVEYS and QUITCLAIMS unto GRANTEE, the ROGER LYLE HARRISON SENIOR REVOCABLE TRUST dated July 19, 2012, all his interest being 60 acres in the following described real estate situated in the COUNTY of MOULTRIE and STATE of ILLINOIS, to-wit:

The SW 1/4 of the NE 1/4 and the N ½ of the NW ¼ of the SE ¼ of section 22, Township 15 North, Range 5 East of the 3rd P.M. Subject to a certain agreement, dated August 18, 1899, recorded in Volume 50 of deeds at page 4 of the records in the Recorder's Office of Moultrie County, Illinois.

STATE OF ILLINOIS
COUNTY OF MOULTRIE
GEORGIA C. ENGLAND, COUNTY CLERK and RECORDER within, and for said County and State aforesaid, do hereby certify that this is a true and exact copy of an instrument filed and recorded in this office.
Dated at Sullivan, Illinois this 26
day of October A.D. 2012
Georgia C. England
County Clerk and Recorder

SUBJECT to all covenants, conditions, restrictions and easements apparent or of record; all applicable zoning laws and ordinances; and General Real Estate Taxes.

Permanent Index Numbers: 02-02-22-000-202 and 02-02-22-000-400

Property Address: County Road 2250 North, Lovington, IL 61937

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

Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all homestead exemption statutes of the State of Illinois and represents and warrants the premises conveyed herein not to be homestead property.

IN WITNESS WHEREOF, the Grantor hereunto set his hand and seal this 4th day of ~~July~~ August, 2012.

Roger Lyle Harrison Sr

ROGER LYLE HARRISON, SR.

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, the undersigned Notary Public in and for said County and State, DO HEREBY CERTIFY that ROGER LYLE HARRISON, SR., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 4th day of ~~July~~ August, 2012.

OFFICIAL SEAL
ARKADIUSZ DABROWSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/05/13

Notary Public

My commission expires 4/5/13

PREPARED BY:
Roger Lyle Harrison Sr.
1007 Ashland Avenue
Evanston, IL 60202
847/864-4995

EXEMPT UNDER PROVISIONS OF
PARAGRAPH e, SECTION 4,
REAL ESTATE TRANSFER ACT.

DATE: ~~July~~ 4th, 2012 August

Roger Lyle Harrison Sr
Buyer, Seller or Representative

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

PLAT ACT AFFIDAVIT

I, ROGER LYLE HARRISON, SR., under the penalties of perjury on oath state that I reside at 1007 Ashland Avenue, Evanston, IL 60202, and further state:

A. X That the attached Deed is not in violation of 765 ILCS 205/1a, in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or,

B. ___ That the attached Deed is not in violation of 765 ILCS 205/1b, for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

AFFIANT further states that this Affidavit is made for the purpose of inducing the Recorder of Deeds of Moultrie County, Illinois, to accept the attached Deed for recording, and that all local requirements applicable to the subdivision of land are met by the attached Deed and the tract described therein

Roger Lyle Harrison Sr
Affiant

SUBSCRIBED and SWORN TO before me this 4th day of August, 2012.

OFFICIAL SEAL
ARKADIUSZ DABROWSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/05/13

Notary Public

My commission expires 4/5/13

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
MOULTRIE COUNTY – IN PROBATE

FILED
SIXTH JUDICIAL CIRCUIT
MAR 25 2014
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

IN THE MATTER OF THE ESTATE OF)
) No. 2013 – P – 26
Roger L. Harrison Sr., Deceased)

2nd AFFIDAVIT OF JOY CHURCH HARRISON

I, JOY CHURCH HARRISON, being first duly sworn upon oath do depose and state as follows:

1. That I am over the age of eighteen (18), have personal knowledge of the facts contained in this Affidavit, and could competently attest thereto if called as a witness in this cause.
2. That Roger L. Harrison Sr. was my only husband for 47 years and that **Roger L. Harrison Sr. died on September 19, 2012, TESTATE.** At the time of his death, Roger L. Harrison Sr., was residing in Cook County and had a residence at 1007 Ashland Avenue, Evanston, Illinois 60202.
3. That Roger L. Harrison Sr., being of sound mind and memory up to the day he died, died at 702 East Appletree Lane, Arlington Heights, Illinois on September 19, 2012; which residence is the place of our daughter, Johanna Harrison Fickett.
4. That my desire that Charlotte Sue Harrison Huggins, Cynthia Peters, Shirley Cooper, and Floyd & Amy Lou Willoughby receive nothing ever from my husband's estate and that the Moultrie County Court would prosecute them for stealing my 9 children's interest and Trust Funds for 30+ years.

I, Joy C. Harrison, do state on oath, in this one page document, that I do waive all right, title, and claim to only receive what ever the Five (5) Trustees decide to give me every year and also not ever be the executor of the estate or any affairs of my husband, Roger Lyle Harrison Senior, who passed away Testate on September 19, 2012 having both a Testamentary Will and a Living Revocable Trust. In addition to waiving all my rights to act as the executor of the estate of my husband, Roger Lyle Harrison Senior, it is also my wish and intent **my oldest son, Trustee Roger L. Harrison Jr., settle all matters as Trustee regarding my husband's estate in accordance with the Trust Agreement dated July 10, 2012. The Five (5) Trustee's decisions shall be final in regard to all of my husband's Affairs and Estate.**

Joy C. Harrison
1007 Ashland Ave
Evanston, Illinois 60202

Joy Church Harrison

Subscribe and Sworn To before me this 15 day of March, ~~2013~~ 2014.

My Commission Expires 05/14/14.

Notary

OFFICIAL SEAL
SAHAIRA VILLAGOMEZ
Notary Public - State of Illinois
My Commission Expires May 14, 2014

FILED
SIXTH JUDICIAL CIRCUIT
MAR 25 2014
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

IN THE MATTER OF THE ESTATE OF)
) No. 2013 – P – 26
Roger L. Harrison Sr., Deceased)

AFFIDAVIT OF ATTESTING WITNESSES TO THE LAST WILL AND TESTAMENT OF ROGER LYLE HARRISON SR., THAT HE WAS OF SOUND AND DISPOSING MIND WHEN HE SIGNED AND EXECUTED HIS LAST WILL AND TESTAMENT

We, the undersigned, do hereby certify we were present and saw the said Roger Lyle Harrison Sr. sign his name to and execute the above and foregoing instrument on the 8th day of June 2010, in our presence; that we at the request of the said Roger Lyle Harrison Sr., and in his presence and in the presence of each other, have hereunto attached our names as attesting witnesses to the said will and to the signature of the said Roger Lyle Harrison Sr.; that at the time of so signing and executing said instrument, the said Roger Lyle Harrison Sr. stated and declared to us, and to each of us, that said instrument was his act and deed and was his last will and testament. And we do hereby further certify that we believe that said Roger Lyle Harrison Sr. at the time of so signing and executing said instrument was of sound and disposing mind and memory and under no constraint or restraint. In Witness Whereof, we have hereunto attached our names on the day and date herein last above mentioned

Blanca Delgado
360 North Western Avenue
Chicago, IL 60612

Blanca Delgado

Subscribed and Sworn to before me this 20th day of March 2014.
My Commission Expires 4/25/2017

"OFFICIAL SEAL"
DAVID HAZZIEZ
Notary Public - State of Illinois
My Commission Expires 4-25-2017

Roberto Hernandez
1830 Dempster Street
Evanston, IL 60202

Roberto Hernandez

Subscribed and Sworn to before me this 14 day of March 2014.
My Commission Expires 4/2/17

EFRAIN GARCIA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
April 02, 2017

FILED
SIXTH JUDICIAL CIRCUIT
MAR 25 2014
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

IN THE MATTER OF THE ESTATE OF)
) No. 2013 – P – 26
Roger L. Harrison Sr., Deceased)

AFFIDAVIT OF ATTESTING WITNESSES TO THE LAST WILL AND TESTAMENT OF ROGER LYLE HARRISON SR., THAT HE WAS OF SOUND AND DISPOSING MIND WHEN HE SIGNED AND EXECUTED HIS LAST WILL AND TESTAMENT

We, the undersigned, do hereby certify we were present and saw the said Roger Lyle Harrison Sr. sign his name to and execute the above and foregoing instrument on the 8th day of June 2010, in our presence; that we at the request of the said Roger Lyle Harrison Sr., and in his presence and in the presence of each other, have hereunto attached our names as attesting witnesses to the said will and to the signature of the said Roger Lyle Harrison Sr.; that at the time of so signing and executing said instrument, the said Roger Lyle Harrison Sr. stated and declared to us, and to each of us, that said instrument was his act and deed and was his last will and testament. And we do hereby further certify that we believe that said Roger Lyle Harrison Sr. at the time of so signing and executing said instrument was of sound and disposing mind and memory and under no constraint or restraint. In Witness Whereof, we have hereunto attached our names on the day and date herein last above mentioned

Blanca Delgado
360 North Western Avenue
Chicago, IL 60612

Blanca Delgado

Subscribed and Sworn to before me this 20th day of March 2014.
My Commission Expires 4/25/2017

"OFFICIAL SEAL"
DAVID HAZZIEZ
Notary Public - State of Illinois
My Commission Expires 4-25-2017

Roberto Hernandez
1830 Dempster Stree
Evanston, IL 60202

Roberto Hernandez

Subscribed and Sworn to before me this 14 day of March 2014.
My Commission Expires 4/2/17

EFRAIN GARCIA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
April 02, 2017

Ana Arias
7201 North California Avenue
Chicago, IL 60645

Ana Arias

Subscribed and Sworn to before me this 20th day of March 2014.
My Commission Expires 10-31-2014

"OFFICIAL SEAL"
ANA L. ARIAS
Notary Public - State of Illinois
My Commission Expires 10-31-2014

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

FILED
SIXTH JUDICIAL CIRCUIT
MAR 25 2014
Cynthia J. Braden
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

IN THE MATTER OF THE ESTATE OF)
) No. 2013 – P – 26
Roger L. Harrison Sr., Deceased)

AFFIDAVIT OF REFUSAL OF CLARA HARRISON KARBINE TO BE APPOINTED THE PERSONAL REPRESENTATIVE OF THE ESTATE OF ROGER L. HARRISON SR. & Request to appoint the Trust

I, Clara Harrison Karbine, do state on oath that my father, Roger Lyle Harrison Senior, who passed away **TESTATE** on September 19, 2012 having both a Testamentary Trust(Will) and a Living Revocable Trust.
It is my wish and intent to request from the court, the court reverse the decision made on November 14, 2013 making Roger L. Harrison Jr. the personal representative. I, Clara Harrison Karbine, do request that the Moultrie County Court do **nominate and appoint my father's Trust, The Roger Lyle Harrison Senior Revocable Trust, to be the chosen personal representative over all my father's affairs.** My father's Testamentary Trust/Will dated June 8, 2010 and also my father's Living Revocable Trust is dated July 10, 2012. My signature alone will not suffice to divide any real property; but one must have all five (5) Trustees' signatures together in order to give anything to Charlotte Sue Harrison Huggins, Cynthia Peters, Shirley Cooper, or Floyd M. & Amy Lou Willoughby.
I, Clara Harrison Karbine, do state on oath that my father, Roger Lyle Harrison Senior did die testate and that my father did have a Last Will that is a Testamentary Trust and that my father did also have a Living Revocable Trust in which was placed all real property. My father's intent and wishes were such that he did desire to appoint my brothers to be the Trustees of both of these instruments known as **The Last Will/Trust And Testament Of Roger Lyle Harrison Senior and The Roger Lyle Harrison Senior Revocable Trust.** All real estate owned or controlled by my father as Trustee at his death was placed under the authority of his Living Revocable Trust and everything else that my father owned or controlled was placed under the authority of my father's Testamentary Trust/Will. I desire that my father's only sister, Charlotte Harrison Huggins receive nothing ever from my father's estate, unless all 5 of the Trustees agree and sign together. The Trustees' actions shall be final in this regard and the Trustees will have the power to make all distributions as they see fit.
Roger L Harrison Senior Revocable Trust = Estate Personal Representative

Clara Harrison Karbine
3815 MillCreek Drive
Annandale, VA 22003

Clara Harrison Karbine
Clara Harrison Karbine

Subscribed and Sworn to before me this 20 day of MARCH 2014.
My Commission Expires April 30, 2018

Samina A. Sumi

SAMINA A SUMI
Notary Public
Commonwealth of Virginia
7582584
My Commission Expires Apr 30, 2018

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

FILED
SIXTH JUDICIAL CIRCUIT
MAR 25 2014
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

IN THE MATTER OF THE ESTATE OF)
) No. 2013 – P – 26
Roger L. Harrison Sr., Deceased)

AFFIDAVIT OF REFUSAL OF JANET HARRISON CROME TO BE APPOINTED THE PERSONAL REPRESENTATIVE OF THE ESTATE OF ROGER L. HARRISON SR. & Request to appoint the Trust

I, Janet Harrison Crome, do state on oath that my father, Roger Lyle Harrison Senior, who passed away **TESTATE** on September 19, 2012 having both a Testamentary Trust(Will) and a Living Revocable Trust.
It is my wish and intent to request from the court, the court reverse the decision made on November 14, 2013 making Roger L. Harrison Jr. the personal representative. I, Janet Harrison Crome, do request that the Moultrie County Court do **nominate and appoint my father's Trust, The Roger Lyle Harrison Senior Revocable Trust, to be the chosen personal representative over all my father's affairs.** My father's Testamentary Trust/Will dated June 8, 2010 and also my father's Living Revocable Trust is dated July 10, 2012. My signature alone will not suffice to divide any real property; but one must have all five (5) Trustees' signatures together in order to give anything to Charlotte Sue Harrison Huggins, Cynthia Peters, Shirley Cooper, or Floyd M. & Amy Lou Willoughby.
I, Janet Harrison Crome, do state on oath that my father, Roger Lyle Harrison Senior did die testate and that my father did have a Last Will that is a Testamentary Trust and that my father did also have a Living Revocable Trust in which was placed all real property. My father's intent and wishes were such that he did desire to appoint my brothers to be the Trustees of both of these instruments known as **The Last Will/Trust And Testament Of Roger Lyle Harrison Senior and The Roger Lyle Harrison Senior Revocable Trust.** All real estate owned or controlled by my father as Trustee at his death was placed under the authority of his Living Revocable Trust and everything else that my father owned or controlled was placed under the authority of my father's Testamentary Trust/Will. I desire that my father's only sister, Charlotte Harrison Huggins receive nothing ever from my father's estate, unless all 5 of the Trustees agree and sign together. The Trustees' actions shall be final in this regard and the Trustees will have the power to make all distributions as they see fit.
Roger L Harrison Senior Revocable Trust = Estate Personal Representative

Janet Harrison Crome
2739 Hidden Lake Drive
Grapevine, TX 76051

Janetta Crome
Janet Harrison Crome

Subscribed and Sworn to before me this 11th day of March 2014.
My Commission Expires 01-09-18

VICTOR CARRASCO
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-09-18

FILED
SIXTH JUDICIAL CIRCUIT
MAR 25 2014
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

IN THE MATTER OF THE ESTATE OF)
) No. 2013 – P – 26
Roger L. Harrison Sr., Deceased)

AFFIDAVIT OF REFUSAL OF JOHANNA HARRISON FICKETT TO BE APPOINTED THE PERSONAL REPRESENTATIVE OF THE ESTATE OF ROGER L. HARRISON SR. & Request to appoint the Trust

I, Johanna Harrison Fickett, do state on oath that my father, Roger Lyle Harrison Senior, who passed away **TESTATE** on September 19, 2012 having both a Testamentary Trust(Will) and a Living Revocable Trust.
It is my wish and intent to request from the court, the court reverse the decision made on November 14, 2013 making Roger L. Harrison Jr. the personal representative. I, Johanna Harrison Fickett, do request that the Moultrie County Court do **nominate and appoint my father's Trust, The Roger Lyle Harrison Senior Revocable Trust, to be the chosen personal representative over all my father's affairs.** My father's Testamentary Trust/Will dated June 8, 2010 and also my father's Living Revocable Trust is dated July 10, 2012. My signature alone will not suffice to divide any real property; but one must have all five (5) Trustees' signatures together in order to give anything to Charlotte Sue Harrison Huggins, Cynthia Peters, Shirley Cooper, or Floyd M. & Amy Lou Willoughby.
I, Johanna Harrison Fickett, do state on oath that my father, Roger Lyle Harrison Senior did die testate and that my father did have a Last Will that is a Testamentary Trust and that my father did also have a Living Revocable Trust in which was placed all real property. My father's intent and wishes were such that he did desire to appoint my brothers to be the Trustees of both of these instruments known as **The Last Will/Trust And Testament Of Roger Lyle Harrison Senior and The Roger Lyle Harrison Senior Revocable Trust.** All real estate owned or controlled by my father as Trustee at his death was placed under the authority of his Living Revocable Trust and everything else that my father owned or controlled was placed under the authority of my father's Testamentary Trust/Will. I desire that my father's only sister, Charlotte Harrison Huggins receive nothing ever from my father's estate, unless all 5 of the Trustees agree and sign together. The Trustees' actions shall be final in this regard and the Trustees will have the power to make all distributions as they see fit.
Roger L Harrison Senior Revocable Trust = Estate Personal Representative

Johanna Harrison Fickett
702 East AppleTree Lane
Arlington Heights, IL

Johanna Harrison Fickett
Johanna Harrison Fickett

Subscribed and Sworn to before me this 14 day of March 2014.
My Commission Expires MAY 14, 2014.

OFFICIAL SEAL
SAHAIRA VILLAGOMEZ
Notary Public - State of Illinois
My Commission Expires May 14, 2014

FILED
SIXTH JUDICIAL CIRCUIT
MAR 25 2014
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

IN THE MATTER OF THE ESTATE OF)
) No. 2013 – P – 26
Roger L. Harrison Sr., Deceased)

AFFIDAVIT OF REFUSAL OF BETH JOHANNA HARRISON TO BE APPOINTED THE PERSONAL REPRESENTATIVE OF THE ESTATE OF ROGER L. HARRISON SR. & Request to appoint the Trust

I, Beth Johanna Harrison, do state on oath that my father, Roger Lyle Harrison Senior, who passed away **TESTATE** on September 19, 2012 having both a Testamentary Trust(Will) and a Living Revocable Trust.
It is my wish and intent to request from the court, the court reverse the decision made on November 14, 2013 making Roger L. Harrison Jr. the personal representative. I, Beth Johanna Harrison, do request that the Moultrie County Court do **nominate and appoint my father's Trust, The Roger Lyle Harrison Senior Revocable Trust, to be the chosen personal representative over all my father's affairs.** My father's Testamentary Trust/Will dated June 8, 2010 and also my father's Living Revocable Trust is dated July 10, 2012. My signature alone will not suffice to divide any real property; but one must have all five (5) Trustees' signatures together in order to give anything to Charlotte Sue Harrison Huggins, Cynthia Peters, Shirley Cooper, or Floyd M. & Amy Lou Willoughby.
I, Beth Johanna Harrison, do state on oath that my father, Roger Lyle Harrison Senior did die testate and that my father did have a Last Will that is a Testamentary Trust and that my father did also have a Living Revocable Trust in which was placed all real property. My father's intent and wishes were such that he did desire to appoint my brothers to be the Trustees of both of these instruments known as **The Last Will/Trust And Testament Of Roger Lyle Harrison Senior and The Roger Lyle Harrison Senior Revocable Trust.** All real estate owned or controlled by my father as Trustee at his death was placed under the authority of his Living Revocable Trust and everything else that my father owned or controlled was placed under the authority of my father's Testamentary Trust/Will. I desire that my father's only sister, Charlotte Harrison Huggins receive nothing ever from my father's estate, unless all 5 of the Trustees agree and sign together. The Trustees' actions shall be final in this regard and the Trustees will have the power to make all distributions as they see fit.
Roger L Harrison Senior Revocable Trust = Estate Personal Representative

Beth Johanna Harrison
214 Mirabelle Circle
Pensacola, FL 32514

Beth Johanna Harrison

Subscribed and Sworn to before me this 15th day of March 2014.
My Commission Expires 01/05/2015

Notary Public State of Florida
Betty Louise McDaniel
My Commission EE053210
Expires 01/05/2015

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

FILED
SIXTH JUDICIAL CIRCUIT
MAR 13 2014
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

IN THE MATTER OF THE ESTATE OF)
) No. 2013 – P – 26
Roger L. Harrison Sr., Deceased)

AFFIDAVIT OF REFUSAL OF ROGER LYLE HARRISON JR. TO BE APPOINTED THE PERSONAL REPRESENTATIVE OF THE ESTATE OF ROGER L. HARRISON SR.

I, Roger Lyle Harrison Junior, do state on oath that my father, Roger Lyle Harrison Senior, who passed away **TESTATE** on September 19, 2012 having both a Testamentary Trust(Will) and a Living Revocable Trust.
It is my wish and intent to request from the court, the court reverse the decision made on November 14, 2013 making Roger L. Harrison Jr. the personal representative. I, Roger L. Harrison Jr., do request that the Moultrie County Court do **nominate and appoint my father's Trust, The Roger Lyle Harrison Senior Revocable Trust, to be the chosen personal representative over all my father's affairs.** My father's Testamentary Trust/Will dated June 8, 2010 and also my father's Living Revocable Trust is dated July 10, 2012. My signature alone will not suffice to divide any real property; but one must have all five (5) Trustees' signatures together in order to give anything to Charlotte Sue Harrison Huggins, Cynthia Peters, Shirley Cooper, or Floyd M. & Amy Lou Willoughby.
I, Roger Lyle Harrison Jr., do state on oath that my father, Roger Lyle Harrison Senior did die testate and that my father did have a Last Will that is a Testamentary Trust and that my father did also have a Living Revocable Trust in which was placed all real property. My father's intent and wishes were such that he did desire to appoint me, and my brothers to be the Trustees of both of these instruments known as **The Last Will/Trust And Testament Of Roger Lyle Harrison Senior and The Roger Lyle Harrison Senior Revocable Trust.** All real estate owned or controlled by my father as Trustee at his death was placed under the authority of his Living Revocable Trust and everything else that my father owned or controlled was placed under the authority of my father's Testamentary Trust/Will. I desire that my father's only sister, Charlotte Harrison Huggins receive nothing ever from my father's estate, unless all 5 of the Trustees agree and sign together. The Trustees' actions shall be final in this regard and the Trustees will have the power to make all distributions as they see fit.
Roger L Harrison Senior Revocable Trust = Estate Personal Representative

Roger Lyle Harrison Jr.
1223 Allen St.
Manitowoc, WI.
920-629-0771

Roger Lyle Harrison Jr.

Subscribed and Sworn to before me this 12th day of March 2014.
My Commission Expires 11/13/2016

Shelley R. Murphy
State of WI County of Rock

SHELLEY R MURPHY
Notary Public
State of Wisconsin

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
MOULTRIE COUNTY – IN PROBATE

FILED
SIXTH JUDICIAL CIRCUIT
NOV 21 2013
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

IN THE MATTER OF THE ESTATE OF)
) No. 2013 – P – 26
Roger L. Harrison Sr., Deceased)

AFFIDAVIT OF LYLE ROGER HARRISON

I, Lyle Roger Harrison, do state on oath that I do waive all right and claim to be the executor of the estate and all affairs of my father, Roger Lyle Harrison Senior, who passed away testate on September 19, 2012 having both a Testamentary Trust(Will) and a Living Revocable Trust.

In addition to waiving all my rights to act as the executor of the estate of my father, Roger Lyle Harrison Senior, It is also my wish and intent to request from the court, that the court reverse the decision made on November 14, 2013 making Roger L. Harrison Jr. the personal representative. I request the Moultrie County Court and/or allow me to instead **nominate and appoint my father's Trust**, **The Roger Lyle Harrison Senior Revocable Trust, to be the chosen personal representative over all of my father's affairs**. My father's Testamentary Trust/Will is dated June 8, 2010 and also my father's Living Revocable Trust is dated July 10, 2012. My eldest brother must have all five (5) Trustees signatures together in order to give anything to Charlotte Sue Harrison Huggins, Cynthia Peters, Shirley Cooper, or Floyd M. & Amy Lou Willoughby.

I, Lyle Roger Harrison, do state on oath that my father, Roger L. Harrison Senior did die testate and that my father did have a Last Will that is a Testamentary Trust and that my father did also have a Living Revocable Trust in which was placed all real property. My father's intent and wishes were such that he did desire to appoint me, and my brothers to be the Trustees of both of these instruments known as **The Last Will/Trust And Testament Of Roger Lyle Harrison Senior** and **The Roger Lyle Harrison Senior Revocable Trust**. All real estate property owned or controlled by my father as Trustee at his death was placed under the authority of his Living Revocable Trust and everything else that my father owned or controlled was placed under the authority of my father's Testamentary Trust/Will. I desire that my father's only sister, **Charlotte Sue Harrison Huggins receive nothing ever** from my father's estate, unless all of the Trustees agree and sign together. The Trustees' actions shall be final in this regard and the Trustees will have the power to make all distributions as they see fit.

Roger Lyle Harrison Senior Revocable Trust = Estate Personal Representative

Lyle R. Harrison

Lyle Roger Harrison
Trustee
1007 Ashland Avenue
Evanston, IL 60202,
(847)864-4996

Subscribe and Sworn To before me this 21st day of November 2013.

My Commission Expires 04/07/15

OFFICIAL SEAL
DIANE K WAGGONER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/07/15

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

FILED
SIXTH JUDICIAL CIRCUIT
MAR 25 2014
Cynthia J. Braden
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

IN THE MATTER OF THE ESTATE OF)
) No. 2013 – P – 26
Roger L. Harrison Sr., Deceased)

AFFIDAVIT OF REFUSAL OF LUX HARRY HARRISON TO BE APPOINTED THE PERSONAL REPRESENTATIVE OF THE ESTATE OF ROGER L. HARRISON SR. & Request to appoint the Trust

I, Lux Harry Harrison, do state on oath that my father, Roger Lyle Harrison Senior, who passed away **TESTATE** on September 19, 2012 having both a Testamentary Trust(Will) and a Living Revocable Trust.
It is my wish and intent to request from the court, the court reverse the decision made on November 14, 2013 making Roger L. Harrison Jr. the personal representative. I, Lux Harry Harrison, do request that the Moultrie County Court do **nominate and appoint my father's Trust, The Roger Lyle Harrison Senior Revocable Trust, to be the chosen personal representative over all my father's affairs.** My father's Testamentary Trust/Will dated June 8, 2010 and also my father's Living Revocable Trust is dated July 10, 2012. My signature alone will not suffice to divide any real property; but one must have all five (5) Trustees' signatures together in order to give anything to Charlotte Sue Harrison Huggins, Cynthia Peters, Shirley Cooper, or Floyd M. & Amy Lou Willoughby.
I, Lux Harry Harrison, do state on oath that my father, Roger Lyle Harrison Senior did die testate and that my father did have a Last Will that is a Testamentary Trust and that my father did also have a Living Revocable Trust in which was placed all real property. My father's intent and wishes were such that he did desire to appoint me, and my brothers to be the Trustees of both of these instruments known as **The Last Will/Trust And Testament Of Roger Lyle Harrison Senior and The Roger Lyle Harrison Senior Revocable Trust.** All real estate owned or controlled by my father as Trustee at his death was placed under the authority of his Living Revocable Trust and everything else that my father owned or controlled was placed under the authority of my father's Testamentary Trust/Will. I desire that my father's only sister, Charlotte Harrison Huggins receive nothing ever from my father's estate, unless all 5 of the Trustees agree and sign together. The Trustees' actions shall be final in this regard and the Trustees will have the power to make all distributions as they see fit.
Roger L Harrison Senior Revocable Trust = Estate Personal Representative

Lux Harry Harrison
1105 Manila Street
Manitowoc, WI 54220

Lux Harry Harrison

Subscribed and Sworn to before me this 25 day of March 2014.
My Commission Expires 9-6-15

FILED
SIXTH JUDICIAL CIRCUIT
MAR 25 2014
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

IN THE MATTER OF THE ESTATE OF)
) No. 2013 – P – 26
Roger L. Harrison Sr., Deceased)

AFFIDAVIT OF REFUSAL OF ANDREW LUX HARRISON TO BE APPOINTED THE PERSONAL REPRESENTATIVE OF THE ESTATE OF ROGER L. HARRISON SR. & Request to appoint the Trust

I, Andrew Lux Harrison, do state on oath that my father, Roger Lyle Harrison Senior, who passed away **TESTATE** on September 19, 2012 having both a Testamentary Trust(Will) and a Living Revocable Trust.
It is my wish and intent to request from the court, the court reverse the decision made on November 14, 2013 making Roger L. Harrison Jr. the personal representative. I, Andrew Lux Harrison, do request that the Moultrie County Court do **nominate and appoint my father's Trust, The Roger Lyle Harrison Senior Revocable Trust, to be the chosen personal representative over all my father's affairs.** My father's Testamentary Trust/Will dated June 8, 2010 and also my father's Living Revocable Trust is dated July 10, 2012. My signature alone will not suffice to divide any real property; but one must have all five (5) Trustees' signatures together in order to give anything to Charlotte Sue Harrison Huggins, Cynthia Peters, Shirley Cooper, or Floyd M. & Amy Lou Willoughby.
I, Andrew Lux Harrison, do state on oath that my father, Roger Lyle Harrison Senior did die testate and that my father did have a Last Will that is a Testamentary Trust and that my father did also have a Living Revocable Trust in which was placed all real property. My father's intent and wishes were such that he did desire to appoint me, and my brothers to be the Trustees of both of these instruments known as **The Last Will/Trust And Testament Of Roger Lyle Harrison Senior and The Roger Lyle Harrison Senior Revocable Trust.** All real estate owned or controlled by my father as Trustee at his death was placed under the authority of his Living Revocable Trust and everything else that my father owned or controlled was placed under the authority of my father's Testamentary Trust/Will. I desire that my father's only sister, Charlotte Harrison Huggins receive nothing ever from my father's estate, unless all 5 of the Trustees agree and sign together. The Trustees' actions shall be final in this regard and the Trustees will have the power to make all distributions as they see fit.
Roger L Harrison Senior Revocable Trust = Estate Personal Representative

Andrew Lux Harrison
1007 Ashland Avenue
Evanston, IL 60202

Andrew Lux Harrison

Subscribed and Sworn to before me this 14th day of March 2014.
My Commission Expires May 14 2014

OFFICIAL SEAL
SAHAIRA VILLAGOMEZ
Notary Public - State of Illinois
My Commission Expires May 14, 2014

FILED
SIXTH JUDICIAL CIRCUIT
MAR 25 2014
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

IN THE MATTER OF THE ESTATE OF)
) No. 2013 – P – 26
Roger L. Harrison Sr., Deceased)

AFFIDAVIT OF REFUSAL OF PETER ANDREW HARRISON TO BE APPOINTED THE PERSONAL REPRESENTATIVE OF THE ESTATE OF ROGER L. HARRISON SR. & Request to appoint the Trust

I, Peter Andrew Harrison, do state on oath that my father, Roger Lyle Harrison Senior, who passed away **TESTATE** on September 19, 2012 having both a Testamentary Trust(Will) and a Living Revocable Trust.
It is my wish and intent to request from the court, the court reverse the decision made on November 14, 2013 making Roger L. Harrison Jr. the. personal representative. I, Peter Andrew Harrison, do request that the Moultrie County Court do **nominate and appoint my father's Trust, The Roger Lyle Harrison Senior Revocable Trust, to be the chosen personal representative over all my father's affairs.** My father's Testamentary Trust/Will dated June 8, 2010 and also my father's Living Revocable Trust is dated July 10, 2012. My signature alone will not suffice to divide any real property; but one must have all five (5) Trustees' signatures together in order to give anything to Charlotte Sue Harrison Huggins, Cynthia Peters, Shirley Cooper, or Floyd M. & Amy Lou Willoughby.
I, Peter Andrew Harrison, do state on oath that my father, Roger Lyle Harrison Senior did die testate and that my father did have a Last Will that is a Testamentary Trust and that my father did also have a Living Revocable Trust in which was placed all real property. My father's intent and wishes were such that he did desire to appoint me, and my brothers to be the Trustees of both of these instruments known as **The Last Will/Trust And Testament Of Roger Lyle Harrison Senior and The Roger Lyle Harrison Senior Revocable Trust.** All real estate owned or controlled by my father as Trustee at his death was placed under the authority of his Living Revocable Trust and everything else that my father owned or controlled was placed under the authority of my father's Testamentary Trust/Will. I desire that my father's only sister, Charlotte Harrison Huggins receive nothing ever from my father's estate, unless all 5 of the Trustees agree and sign together. The Trustees' actions shall be final in this regard and the Trustees will have the power to make all distributions as they see fit.
Roger L Harrison Senior Revocable Trust = Estate Personal Representative

Peter Andrew Harrison
214 Mirabelle Circle
Pensacola, FL 32514

Peter Andrew Harrison
Peter Andrew Harrison

Subscribed and Sworn to before me this 15th day of March. 2014.
My Commission Expires 01/05/2015

Notary Public State of Florida
Betty Louise McDaniel
My Commission EE053210
Expires 01/05/2015

CERTIFICATION OF BIRTH RECORD

Appendix MM - 187

CITY OF EVANSTON

EVANSTON, ILLINOIS

CERTIFICATE OF LIVE BIRTH

STATE FILE NUMBER

DATE ISSUED 1/13/2022 **112-1939 5200171**

CHILD'S NAME			DATE OF BIRTH
JOY CLAIRE CHURCH			FEBRUARY 06, 1939
SEX	**CITY OR TOWN**	**COUNTY OF BIRTH**	**TIME OF BIRTH**
FEMALE	EVANSTON	COOK	
FACILITY NAME (If not institution, give street and number)			
MOTHER/PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION:			
ALMA BERTHA HARTIG			
DATE OF BIRTH OR AGE AT TIME OF BIRTH		**BIRTHPLACE**	
29		ILLINOIS, UNITED STATES	
RESIDENCE OF MOTHER/PARENT'S - STATE	**COUNTY**	**CITY OR TOWN**	
STREET AND NUMBER		**APT. NO.**	**ZIP CODE**
FATHER/PARENT'S CURRENT LEGAL NAME:			
HAROLD DONALD CHURCH			
DATE OF BIRTH OR AGE AT TIME OF BIRTH		**BIRTHPLACE**	
27		MICHIGAN, UNITED STATES	
DATE FILED BY REGISTRAR			
FEBRUARY 20, 1939			

THE WORD VOID APPEARS WHEN PHOTOCOPIED

HOLD UP TO LIGHT TO VERIFY TRUE WATERMARK

ILLINOIS BIRTH CERTIFICATE

This is to certify that this is a true and correct copy from the official birth record filed with the Illinois Department of Public Health.

Stephanie Mendoza
City Clerk

This copy is not valid unless displaying an embossed seal of The City of Evanston and the City Clerk's signature.

CITY OF EVANSTON COOK CO. ILLINOIS

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFICATION OF BIRTH RECORD

App. 188

CITY OF EVANSTON

EVANSTON, ILLINOIS

CERTIFICATE OF LIVE BIRTH

DATE ISSUED 1/13/2022

STATE FILE NUMBER

112-1966 0057823

CHILD'S NAME			DATE OF BIRTH
CLARA ALMA HARRISON			JUNE 08, 1966
SEX	**CITY OR TOWN**	**COUNTY OF BIRTH**	**TIME OF BIRTH**
FEMALE	EVANSTON	COOK	12:42 PM

FACILITY NAME (If not institution, give street and number)

EVANSTON HOSPITAL

MOTHER/PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION:

JOY CLAIRE CHURCH

DATE OF BIRTH OR AGE AT TIME OF BIRTH	BIRTHPLACE
27	ILLINOIS, UNITED STATES

RESIDENCE OF MOTHER/PARENT'S - STATE	COUNTY	CITY OR TOWN
ILLINOIS	COOK	EVANSTON

STREET AND NUMBER	APT. NO.	ZIP CODE
1007 ASHLAND AVENUE		

FATHER/PARENT'S CURRENT LEGAL NAME:

ROGER LYLE HARRISON

DATE OF BIRTH OR AGE AT TIME OF BIRTH	BIRTHPLACE
28	ILLINOIS, UNITED STATES

DATE FILED BY REGISTRAR

JUNE 10, 1966

THE WORD VOID APPEARS WHEN PHOTOCOPIED

HOLD UP TO LIGHT TO VERIFY TRUE WATERMARK

ILLINOIS BIRTH CERTIFICATE

This is to certify that this is a true and correct copy from the official birth record filed with the Illinois Department of Public Health.

Stephanie Mendoza
City Clerk

This copy is not valid unless displaying an embossed seal of The City of Evanston and the City Clerk's signature.

CITY OF EVANSTON COOK CO. ILLINOIS

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFICATION OF BIRTH RECORD

App. 189

CITY OF EVANSTON

EVANSTON, ILLINOIS

CERTIFICATE OF LIVE BIRTH

STATE FILE NUMBER

DATE ISSUED 1/13/2022 **112-1967 0110087**

CHILD'S NAME			DATE OF BIRTH
JANET BERTHA HARRISON			NOVEMBER 12, 1967
SEX	**CITY OR TOWN**	**COUNTY OF BIRTH**	**TIME OF BIRTH**
FEMALE	EVANSTON	COOK	
FACILITY NAME (If not institution, give street and number)			
EVANSTON HOSPITAL			
MOTHER/PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION:			
JOY CLAIRE CHURCH			
DATE OF BIRTH OR AGE AT TIME OF BIRTH			**BIRTHPLACE**
28			ILLINOIS, UNITED STATES
RESIDENCE OF MOTHER/PARENT'S - STATE	**COUNTY**	**CITY OR TOWN**	
ILLINOIS	COOK	EVANSTON	
STREET AND NUMBER		**APT. NO.**	**ZIP CODE**
1007 ASHLAND AVENUE			
FATHER/PARENT'S CURRENT LEGAL NAME:			
ROGER LYLE HARRISON			
DATE OF BIRTH OR AGE AT TIME OF BIRTH			**BIRTHPLACE**
30			ILLINOIS, UNITED STATES
DATE FILED BY REGISTRAR			
NOVEMBER 15, 1967			

THE WORD VOID APPEARS WHEN PHOTOCOPIED

HOLD UP TO LIGHT TO VERIFY TRUE WATERMARK

ILLINOIS BIRTH CERTIFICATE

This is to certify that this is a true and correct copy from the official birth record filed with the Illinois Department of Public Health.

Stephanie Mendoza
City Clerk

This copy is not valid unless displaying an embossed seal of The City of Evanston and the City Clerk's signature.

CITY OF EVANSTON COOK CO. ILLINOIS

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFICATION OF BIRTH RECORD

CITY OF EVANSTON

EVANSTON, ILLINOIS

CERTIFICATE OF LIVE BIRTH

STATE FILE NUMBER

112-1969 0090675

DATE ISSUED 1/13/2022

CHILD'S NAME			DATE OF BIRTH
ROGER LYLE HARRISON JR			SEPTEMBER 21, 1969
SEX	**CITY OR TOWN**	**COUNTY OF BIRTH**	**TIME OF BIRTH**
MALE	EVANSTON	COOK	03:30 AM

FACILITY NAME (If not institution, give street and number)		
EVANSTON HOSPITAL		
MOTHER/PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION:		
JOY CLAIRE CHURCH		
DATE OF BIRTH OR AGE AT TIME OF BIRTH	**BIRTHPLACE**	
30	ILLINOIS, UNITED STATES	
RESIDENCE OF MOTHER/PARENT'S - STATE	**COUNTY**	**CITY OR TOWN**
ILLINOIS	COOK	EVANSTON
STREET AND NUMBER	**APT. NO.**	**ZIP CODE**
1007 ASHLAND		60202
FATHER/PARENT'S CURRENT LEGAL NAME:		
ROGER LYLE HARRISON		
DATE OF BIRTH OR AGE AT TIME OF BIRTH	**BIRTHPLACE**	
32	ILLINOIS, UNITED STATES	
DATE FILED BY REGISTRAR		
SEPTEMBER 25, 1969		

THE WORD VOID APPEARS WHEN PHOTOCOPIED

HOLD UP TO LIGHT TO VERIFY TRUE WATERMARK

ILLINOIS BIRTH CERTIFICATE

This is to certify that this is a true and correct copy from the official birth record filed with the Illinois Department of Public Health.

Stephanie Mendoza
City Clerk

This copy is not valid unless displaying an embossed seal of The City of Evanston and the City Clerk's signature.

CITY OF EVANSTON COOK CO. ILLINOIS

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFICATION OF BIRTH RECORD

App. 191

CITY OF EVANSTON

EVANSTON, ILLINOIS

CERTIFICATE OF LIVE BIRTH

STATE FILE NUMBER

DATE ISSUED 1/13/2022 **112-1971 0039941**

CHILD'S NAME			DATE OF BIRTH
JOHANNA CLARA HARRISON			APRIL 21, 1971
SEX	**CITY OR TOWN**	**COUNTY OF BIRTH**	**TIME OF BIRTH**
FEMALE	EVANSTON	COOK	01:47 AM

FACILITY NAME (If not institution, give street and number)		
EVANSTON HOSPITAL		
MOTHER/PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION:		
JOY CLAIRE CHURCH		
DATE OF BIRTH OR AGE AT TIME OF BIRTH		**BIRTHPLACE**
32		ILLINOIS, UNITED STATES
RESIDENCE OF MOTHER/PARENT'S - STATE	**COUNTY**	**CITY OR TOWN**
ILLINOIS	COOK	EVANSTON
STREET AND NUMBER	**APT. NO.**	**ZIP CODE**
1007 ASHLAND		60202
FATHER/PARENT'S CURRENT LEGAL NAME:		
ROGER LYLE HARRISON		
DATE OF BIRTH OR AGE AT TIME OF BIRTH		**BIRTHPLACE**
33		ILLINOIS, UNITED STATES
DATE FILED BY REGISTRAR		
APRIL 27, 1971		

THE WORD VOID APPEARS WHEN PHOTOCOPIED

HOLD UP TO LIGHT TO VERIFY TRUE WATERMARK

ILLINOIS BIRTH CERTIFICATE

This is to certify that this is a true and correct copy from the official birth record filed with the Illinois Department of Public Health.

Stephanie Mendoza
City Clerk

This copy is not valid unless displaying an embossed seal of The City of Evanston and the City Clerk's signature.

CITY OF EVANSTON COOK CO. ILLINOIS

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFICATION OF BIRTH RECORD

App. 192

CITY OF EVANSTON

EVANSTON, ILLINOIS

CERTIFICATE OF LIVE BIRTH

STATE FILE NUMBER

DATE ISSUED 1/13/2022 **112-1973 0052406**

CHILD'S NAME			DATE OF BIRTH
LYLE ROGER HARRISON			JUNE 20, 1973
SEX	**CITY OR TOWN**	**COUNTY OF BIRTH**	**TIME OF BIRTH**
MALE	EVANSTON	COOK	08:33 PM

FACILITY NAME (If not institution, give street and number)		
EVANSTON HOSPITAL		
MOTHER/PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION:		
JOY CLAIRE CHURCH		
DATE OF BIRTH OR AGE AT TIME OF BIRTH		**BIRTHPLACE**
34		ILLINOIS, UNITED STATES
RESIDENCE OF MOTHER/PARENT'S - STATE	**COUNTY**	**CITY OR TOWN**
ILLINOIS	COOK	EVANSTON
STREET AND NUMBER	**APT. NO.**	**ZIP CODE**
1007 ASHLAND		60202
FATHER/PARENT'S CURRENT LEGAL NAME:		
ROGER LYLE HARRISON		
DATE OF BIRTH OR AGE AT TIME OF BIRTH		**BIRTHPLACE**
35		ILLINOIS, UNITED STATES
DATE FILED BY REGISTRAR		
JUNE 22, 1973		

THE WORD VOID APPEARS WHEN PHOTOCOPIED

HOLD UP TO LIGHT TO VERIFY TRUE WATERMARK

ILLINOIS BIRTH CERTIFICATE

This is to certify that this is a true and correct copy from the official birth record filed with the Illinois Department of Public Health.

Stephanie Mendoza
City Clerk

This copy is not valid unless displaying an embossed seal of The City of Evanston and the City Clerk's signature.

CITY OF EVANSTON COOK CO. ILLINOIS

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFICATION OF BIRTH RECORD

App. 193

CITY OF EVANSTON

EVANSTON, ILLINOIS

CERTIFICATE OF LIVE BIRTH

STATE FILE NUMBER

DATE ISSUED 1/13/2022

112-1975 0093580

CHILD'S NAME			DATE OF BIRTH
LUX HARRY HARRISON			OCTOBER 08, 1975
SEX	**CITY OR TOWN**	**COUNTY OF BIRTH**	**TIME OF BIRTH**
MALE	EVANSTON	COOK	06:15 AM

FACILITY NAME (If not institution, give street and number)

EVANSTON HOSPITAL

MOTHER/PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION:

JOY CLAIRE CHURCH

DATE OF BIRTH OR AGE AT TIME OF BIRTH	BIRTHPLACE
36	ILLINOIS, UNITED STATES

RESIDENCE OF MOTHER/PARENT'S - STATE	COUNTY	CITY OR TOWN
ILLINOIS	COOK	EVANSTON

STREET AND NUMBER	APT. NO.	ZIP CODE
1007 ASHLAND		60202

FATHER/PARENT'S CURRENT LEGAL NAME:

ROGER LYLE HARRISON

DATE OF BIRTH OR AGE AT TIME OF BIRTH	BIRTHPLACE
38	ILLINOIS, UNITED STATES

DATE FILED BY REGISTRAR

OCTOBER 10, 1975

THE WORD VOID APPEARS WHEN PHOTOCOPIED

HOLD UP TO LIGHT TO VERIFY TRUE WATERMARK

ILLINOIS BIRTH CERTIFICATE

This is to certify that this is a true and correct copy from the official birth record filed with the Illinois Department of Public Health.

Stephanie Mendoza
City Clerk

This copy is not valid unless displaying an embossed seal of The City of Evanston and the City Clerk's signature.

CITY OF EVANSTON COOK CO. ILLINOIS

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFICATION OF BIRTH RECORD

App. 194

CITY OF EVANSTON

EVANSTON, ILLINOIS

CERTIFICATE OF LIVE BIRTH

STATE FILE NUMBER

112-1977 0099578

DATE ISSUED 1/13/2022

CHILD'S NAME			DATE OF BIRTH
ANDREW LUX HARRISON			OCTOBER 29, 1977
SEX	**CITY OR TOWN**	**COUNTY OF BIRTH**	**TIME OF BIRTH**
MALE	EVANSTON	COOK	03:04 AM

FACILITY NAME (If not institution, give street and number)			
EVANSTON HOSPITAL			
MOTHER/PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION:			
JOY CLAIRE CHURCH			
DATE OF BIRTH OR AGE AT TIME OF BIRTH		**BIRTHPLACE**	
38		ILLINOIS, UNITED STATES	
RESIDENCE OF MOTHER/PARENT'S - STATE	**COUNTY**	**CITY OR TOWN**	
ILLINOIS	COOK	EVANSTON	
STREET AND NUMBER		**APT. NO.**	**ZIP CODE**
1007 ASHLAND AVE			60202
FATHER/PARENT'S CURRENT LEGAL NAME:			
ROGER LYLE HARRISON SR			
DATE OF BIRTH OR AGE AT TIME OF BIRTH		**BIRTHPLACE**	
40		ILLINOIS, UNITED STATES	
DATE FILED BY REGISTRAR			
NOVEMBER 01, 1977			

THE WORD VOID APPEARS WHEN PHOTOCOPIED

HOLD UP TO LIGHT TO VERIFY TRUE WATERMARK

ILLINOIS BIRTH CERTIFICATE

This is to certify that this is a true and correct copy from the official birth record filed with the Illinois Department of Public Health.

Stephanie Mendoza
City Clerk

This copy is not valid unless displaying an embossed seal of The City of Evanston and the City Clerk's signature.

CITY OF EVANSTON COOK CO. ILLINOIS

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFICATION OF BIRTH RECORD

App. 195

CITY OF EVANSTON

EVANSTON, ILLINOIS

CERTIFICATE OF LIVE BIRTH

STATE FILE NUMBER

DATE ISSUED 1/13/2022 **112-1980 0008346**

CHILD'S NAME			DATE OF BIRTH
BETH JOHANNA HARRISON			JANUARY 03, 1980
SEX	**CITY OR TOWN**	**COUNTY OF BIRTH**	**TIME OF BIRTH**
FEMALE	EVANSTON	COOK	06:14 AM

FACILITY NAME (If not institution, give street and number)			
EVANSTON HOSPITAL			
MOTHER/PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION:			
JOY CLAIRE CHURCH			
DATE OF BIRTH OR AGE AT TIME OF BIRTH		**BIRTHPLACE**	
40		ILLINOIS, UNITED STATES	
RESIDENCE OF MOTHER/PARENT'S - STATE	**COUNTY**	**CITY OR TOWN**	
ILLINOIS	COOK	EVANSTON	
STREET AND NUMBER		**APT. NO.**	**ZIP CODE**
1007 ASHLAND AVENUE			60202
FATHER/PARENT'S CURRENT LEGAL NAME:			
ROGER LYLE HARRISON			
DATE OF BIRTH OR AGE AT TIME OF BIRTH		**BIRTHPLACE**	
42		ILLINOIS, UNITED STATES	
DATE FILED BY REGISTRAR			
JANUARY 08, 1980			

THE WORD VOID APPEARS WHEN PHOTOCOPIED

HOLD UP TO LIGHT TO VERIFY TRUE WATERMARK

ILLINOIS BIRTH CERTIFICATE

This is to certify that this is a true and correct copy from the official birth record filed with the Illinois Department of Public Health.

Stephanie Mendoza
City Clerk

This copy is not valid unless displaying an embossed seal of The City of Evanston and the City Clerk's signature.

CITY OF EVANSTON COOK CO. ILLINOIS

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFICATION OF BIRTH RECORD

App. 196

CITY OF EVANSTON

EVANSTON, ILLINOIS

CERTIFICATE OF LIVE BIRTH

DATE ISSUED 1/13/2022

STATE FILE NUMBER

112-1983 0092409

CHILD'S NAME			DATE OF BIRTH
PETER ANDREW HARRISON			SEPTEMBER 07, 1983
SEX	**CITY OR TOWN**	**COUNTY OF BIRTH**	**TIME OF BIRTH**
MALE	EVANSTON	COOK	07:15 AM

FACILITY NAME (If not institution, give street and number)		
EVANSTON HOSPITAL		
MOTHER/PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION:		
JOY CHURCH		
DATE OF BIRTH OR AGE AT TIME OF BIRTH		**BIRTHPLACE**
44		ILLINOIS, UNITED STATES
RESIDENCE OF MOTHER/PARENT'S - STATE	**COUNTY**	**CITY OR TOWN**
ILLINOIS	COOK	EVANSTON
STREET AND NUMBER	**APT. NO.**	**ZIP CODE**
1007 ASHLAND		60202
FATHER/PARENT'S CURRENT LEGAL NAME:		
ROGER LYLE HARRISON		
DATE OF BIRTH OR AGE AT TIME OF BIRTH		**BIRTHPLACE**
45		ILLINOIS, UNITED STATES
DATE FILED BY REGISTRAR		
SEPTEMBER 12, 1983		

THE WORD VOID APPEARS WHEN PHOTOCOPIED

HOLD UP TO LIGHT TO VERIFY TRUE WATERMARK

ILLINOIS BIRTH CERTIFICATE

This is to certify that this is a true and correct copy from the official birth record filed with the Illinois Department of Public Health.

Stephanie Mendoza
City Clerk

This copy is not valid unless displaying an embossed seal of The City of Evanston and the City Clerk's signature.

CITY OF EVANSTON COOK CO. ILLINOIS

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

BOOK 747 PAGE 535

351850

WARRANTY DEED IN TRUST

STATE OF ILLINOIS SS
COUNTY OF PIATT:
Filed for record in said County on the 9th day of September A.D. 2013 of 11:30 o'clock A M. and recorded in book 747 on Page 535
Connie Kidd Recorder
By Cindy Ball Deputy

MAIL TO:
Andrew L Harrison, TRUSTEE
1007 Ashland Avenue
Evanston, Illinois 60202

NAME AND ADDRESS
OF TAXPAYER:
Trustee Lyle R. Harrison
1007 Ashland Avenue
Evanston, Illinois 60202

Date 9/9/2013
Rental Housing Support
Program Fund surcharge: $ 9.00

RECORDER'S STAMP

THIS INDENTURE WITNESSETH, **THE GRANTORS, ROGER LYLE HARRISON JR.** of Manitowoc, Wisconsin; **LYLE ROGER HARRISON** of Evanston, Illinois; **LUX HARRY HARRISON** of Manitowoc, Wisconsin; **ANDREW LUX HARRISON** of Evanston, Illinois; and **PETER ANDREW HARRISON** of Pensacola, Florida as INDIVIDUALS and as TRUSTEES for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid, and other good and valuable consideration CONVEYS, WARRANTS and QUITCLAIMS unto **GRANTEE, THE ROGER LYLE HARRISON SENIOR REVOCABLE TRUST** dated July 10, 2012, all our interest in the following described real estate situated in PIATT and MOULTRIE COUNTIES in the STATE of ILLINOIS, to-wit:

SAID REAL ESTATE TO BE CONVEYED BEING DESCRIBED AS
The Northwest Quarter (1/4) of the Northeast Quarter (1/4) of section thirty two (32); the South Half (1/2) of the Northeast Quarter (1/4) of section thirty two (32); the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of section thirty two (32); and the North Half (1/2) of the Southeast Quarter (1/4) of section thirty two (32); all in Township sixteen (16), North, Range six (6) East of the Third Principal Meridian, situated in the County of Piatt in the State of Illinois, excepting railroad right of way; **AND ALSO** the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of section twenty (20), and the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of section nineteen (19), Township fifteen (15), North, Range five (5), East of the Third Principal Meridian, situated in the County of Moultrie in the State of Illinois.
Permanent Index Numbers: 16-32-200-001 and 16-32-400-001
Permanent Index Numbers: 02-02-20-000-100 and 02-02-19-000-203

SUBJECT to all covenants, conditions, restrictions and easements apparent or of record; all applicable zoning laws and ordinances; and General Real Estate Taxes.

TO HAVE AND TO HOLD the premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth and dated July 10, 2012.

Grantor(s) hereby expressly waive and release any and all right or benefit under and by virtue of any and all homestead exemption statutes of the State of Illinois and represent and warrant the premises conveyed herein not to be homestead property.

IN WITNESS WHEREOF, the Grantor(s) hereunto set their hand and seal this 7th day of September _____, 2013.

Roger Lyle Harrison Jr.
ROGER LYLE HARRISON Jr., AS TRUSTEE

Lyle Roger Harrison
LYLE ROGER HARRISON, AS TRUSTEE

Lux Harry Harrison
LUX HARRY HARRISON, AS TRUSTEE

Andrew Lux Harrison
ANDREW LUX HARRISON, AS TRUSTEE

Peter Andrew Harrison
PETER ANDREW HARRISON, AS TRUSTEE

STATE OF Wisconsin)
) ss.
COUNTY OF Manitowoc)

I, the undersigned Notary Public in and for said County and State, DO HEREBY CERTIFY that ROGER LYLE HARRISON JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, and PETER ANDREW HARRISON personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 7th day of September 2013.

Notary Public

My commission expires 1-22-2017.

PREPARED BY:
Trustee, Andrew L. Harrison
1007 Ashland Avenue
Evanston, IL 60202

EXEMPT UNDER PROVISIONS OF
PARAGRAPH e, SECTION 4,
REAL ESTATE TRANSFER ACT.

DATE: September 7th, 2013

Buyer, Seller or Representative

App. 200 BOOK 747 PAGE 538

STATE OF Wisconsin)
) ss.
COUNTY OF Manitowoc)

PLAT ACT AFFIDAVIT

I, ANDREW LUX HARRISON, under the penalties of perjury on oath state that I reside at 1007 Ashland Avenue, Evanston, IL 60202, and further state:

A. X That the attached Deed is not in violation of 765 ILCS 205/1a, in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or,

B. ___ That the attached Deed is not in violation of 765 ILCS 205/1b, for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

AFFIANT further states that this Affidavit is made for the purpose of inducing the Recorder of Deeds of Piatt County, Illinois, to accept the attached Deed for recording, and that all local requirements applicable to the subdivision of land are met by the attached Deed and the tract described therein

Andrew Lux Harrison
Affiant

SUBSCRIBED and SWORN TO before me this 7th day of September 2013.

Laura A. Krueger
Notary Public

My commission expires 1-22-2017



298599
RECORDED ON
09/09/2013 10:04:03AM
PAGES: 4 REF#: 13D-419
PLAT CAB:
GEORGIA C. ENGLAND
CLERK & RECORDER
MOULTRIE COUNTY, IL
RHSP FEE: 9.00

WARRANTY DEED IN TRUST

MAIL TO:
Andrew L. Harrison, TRUSTEE
1007 Ashland Ave.
Evanston, Illinois 60202

NAME AND ADDRESS
OF TAXPAYER:
Trustee Lyle R. Harrison
1007 Ashland Avenue
Evanston, Illinois 60202

RECORDER'S STAMP

THIS INDENTURE WITNESSETH, **THE GRANTORS, ROGER LYLE HARRISON JR.** of Manitowoc, Wisconsin; **LYLE ROGER HARRISON** of Evanston, Illinois; **LUX HARRY HARRISON** of Manitowoc, Wisconsin; **ANDREW LUX HARRISON** of Evanston, Illinois; and **PETER ANDREW HARRISON** of Pensacola, Florida as INDIVIDUALS and as TRUSTEES for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid, and other good and valuable consideration CONVEYS, WARRANTS, and QUITCLAIMS unto **GRANTEE, THE ROGER LYLE HARRISON SENIOR REVOCABLE TRUST** dated July 10, 2012, all our interest in the following described real estate situated in the COUNTY of MOULTRIE and STATE of ILLINOIS, to-wit:

SAID REAL ESTATE BEING DESCRIBED as 28 ¼ ACRES OFF THE EAST SIDE OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION TWENTY TWO (22), and also 28 ¼ ACRES OFF THE EAST SIDE OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY TWO (22), ALL IN TOWNSHIP FIFTEEN (15), NORTH, RANGE FIVE (5) EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF MOULTRIE IN THE STATE OF ILLINOIS.

Permanent Index Number: 02-02-22-000-102

SUBJECT to all covenants, conditions, restrictions and easements apparent or of record; all applicable zoning laws and ordinances; and General Real Estate Taxes.

TO HAVE AND TO HOLD the premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth and dated July 10, 2012.

Grantor(s) hereby expressly waive and release any and all right or benefit under and by virtue of any and all homestead exemption statutes of the State of Illinois and represent and warrant the premises conveyed herein not to be homestead property.

IN WITNESS WHEREOF, the Grantor(s) hereunto set their hand and seal this 7th day of September 2013.

Roger Lyle Harrison Jr.
ROGER LYLE HARRISON Jr., AS TRUSTEE

Lyle Roger Harrison
LYLE ROGER HARRISON, AS TRUSTEE

Lux Harry Harrison
LUX HARRY HARRISON, AS TRUSTEE

Andrew Lux Harrison
ANDREW LUX HARRISON, AS TRUSTEE

Peter Andrew Harrison
PETER ANDREW HARRISON, AS TRUSTEE

STATE OF Wisconsin)
) ss.
COUNTY OF Manitowoc)

I, the undersigned Notary Public in and for said County and State, DO HEREBY CERTIFY that ROGER LYLE HARRISON JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, and PETER ANDREW HARRISON personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 7th day of September 2013.

Laura A. Krueger
Notary Public

My commission expires 1-22-2017.

PREPARED BY:
Trustee, Andrew L. Harrison
1007 Ashland Avenue
Evanston, IL 60202

EXEMPT UNDER PROVISIONS OF
PARAGRAPH e, SECTION 4,
REAL ESTATE TRANSFER ACT.

DATE: September 7th, 2013

Andrew Lux Harrison
Buyer, Seller or Representative

STATE OF Wisconsin)
) ss.
COUNTY OF Manitowoc)

PLAT ACT AFFIDAVIT

I, ANDREW LUX HARRISON, under the penalties of perjury on oath state that I reside at 1007 Ashland Avenue, Evanston, IL 60202, and further state:

A. X That the attached Deed is not in violation of 765 ILCS 205/1a, in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or,

B. ___ That the attached Deed is not in violation of 765 ILCS 205/1b, for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

AFFIANT further states that this Affidavit is made for the purpose of inducing the Recorder of Deeds of Moultrie County, Illinois, to accept the attached Deed for recording, and that all local requirements applicable to the subdivision of land are met by the attached Deed and the tract described therein

Andrew Lux Harrison
Affiant

SUBSCRIBED and SWORN TO before me this 7th day of September 2013.

Notary Public

My Commission Expires 1-22-2017

WARRANTY DEED IN TRUST

298598
RECORDED ON
09/09/2013 10:04:02AM
PAGES: 4 REF#: 13D-418
PLAT CAB:
GEORGIA C. ENGLAND
CLERK & RECORDER
MOULTRIE COUNTY, IL
RHSP FEE: 9.00

MAIL TO:
Andrew L Harrison, TRUSTEE
1007 Ashland Avenue
Evanston, Illinois 60202

NAME AND ADDRESS
OF TAXPAYER:
Trustee Lyle R. Harrison
1007 Ashland Avenue
Evanston, Illinois 60202

RECORDER'S STAMP

THIS INDENTURE WITNESSETH, **THE GRANTORS, ROGER LYLE HARRISON JR.** of Manitowoc, Wisconsin; **LYLE ROGER HARRISON** of Evanston, Illinois; **LUX HARRY HARRISON** of Manitowoc, Wisconsin; **ANDREW LUX HARRISON** of Evanston, Illinois; and **PETER ANDREW HARRISON** of Pensacola, Florida as INDIVIDUALS and as TRUSTEES for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid, and other good and valuable consideration CONVEYS, WARRANTS, and QUITCLAIMS unto **GRANTEE, THE ROGER LYLE HARRISON SENIOR REVOCABLE TRUST** dated July 10, 2012, all our interest in the following described real estate situated in the COUNTY of MOULTRIE and STATE of ILLINOIS, to-wit:

SAID REAL ESTATE BEING DESCRIBED AS THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION TWENTY TWO (22), **AND** THE SOUTH SIXTY ACRES OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION TWENTY TWO (22), ALL IN TOWNSHIP FIFTEEN (15) NORTH, RANGE FIVE (5) EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF MOULTRIE IN THE STATE OF ILLINOIS.

Permanent Index Numbers: 02-02-22-000-402 and 02-02-22-000-202

SUBJECT to all covenants, conditions, restrictions and easements apparent or of record; all applicable zoning laws and ordinances; and General Real Estate Taxes

TO HAVE AND TO HOLD the premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth and dated July 10, 2012.

Grantor(s) hereby expressly waive and release any and all right or benefit under and by virtue of any and all homestead exemption statutes of the State of Illinois and represent and warrant the premises conveyed herein not to be homestead property.

IN WITNESS WHEREOF, the Grantor(s) hereunto set their hand and seal this 7th day of September 2013.

ROGER LYLE HARRISON Jr., AS TRUSTEE

LYLE ROGER HARRISON, AS TRUSTEE

LUX HARRY HARRISON, AS TRUSTEE

ANDREW LUX HARRISON, AS TRUSTEE

PETER ANDREW HARRISON, AS TRUSTEE

STATE OF Wisconsin)
) ss.
COUNTY OF Manitowoc)

I, the undersigned Notary Public in and for said County and State, DO HEREBY CERTIFY that ROGER LYLE HARRISON JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, and PETER ANDREW HARRISON personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 7th day of September 2013.

Notary Public

My commission expires 1-22-2017.

PREPARED BY:
Trustee, Andrew L. Harrison
1007 Ashland Ave.
Evanston, IL 60202

EXEMPT UNDER PROVISIONS OF
PARAGRAPH e, SECTION 4,
REAL ESTATE TRANSFER ACT.

DATE: September 7th, 2013

Buyer, Seller or Representative

STATE OF Wisconsin)
) ss.
COUNTY OF Manitowoc)

PLAT ACT AFFIDAVIT

I, ANDREW LUX HARRISON, under the penalties of perjury on oath state that I reside at 1007 Ashland Avenue, Evanston, IL 60202, and further state:

A. X That the attached Deed is not in violation of 765 ILCS 205/1a, in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or,

B. ___ That the attached Deed is not in violation of 765 ILCS 205/1b, for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

AFFIANT further states that this Affidavit is made for the purpose of inducing the Recorder of Deeds of Moultrie County, Illinois, to accept the attached Deed for recording, and that all local requirements applicable to the subdivision of land are met by the attached Deed and the tract described therein

Andrew Lux Harrison
Affiant

SUBSCRIBED and SWORN TO before me this 24th day of September 2013.

Laura A. Konop
Notary Public

My commission expires 1-22-2017

WARRANTY DEED IN TRUST

298597
RECORDED ON
09/09/2013 10:04:01AM
PAGES: 4 REF#: 13D-417
PLAT CAB:
GEORGIA C. ENGLAND
CLERK & RECORDER
MOULTRIE COUNTY, IL
RHSP FEE: 9.00

MAIL TO:
Andrew L. Harrison, TRUSTEE
1007 Ashland Avenue
Evanston, Illinois 60202

NAME AND ADDRESS
OF TAXPAYER:
Trustee Lyle R. Harrison
1007 Ashland Avenue
Evanston, Illinois 60202

RECORDER'S STAMP

THIS INDENTURE WITNESSETH, **THE GRANTORS, ROGER LYLE HARRISON JR.** of Manitowoc, Wisconsin; **LYLE ROGER HARRISON** of Evanston, Illinois; **LUX HARRY HARRISON** of Manitowoc, Wisconsin; **ANDREW LUX HARRISON** of Evanston, Illinois; and **PETER ANDREW HARRISON** of Pensacola, Florida as INDIVIDUALS and as TRUSTEES for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid, and other good and valuable consideration CONVEYS, WARRANTS, and QUITCLAIMS unto **GRANTEE, THE ROGER LYLE HARRISON SENIOR REVOCABLE TRUST** dated July 10, 2012, all our interest in the following described real estate situated in the COUNTY of MOULTRIE and STATE of ILLINOIS, to-wit:

SAID REAL ESTATE BEING DESCRIBED AS THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-THREE (23) **AND** LOT ELEVEN (11) BEING THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION SIXTEEN (16), ALL IN TOWNSHIP FIFTEEN (15) NORTH, RANGE FIVE (5) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MOULTRIE COUNTY, ILLINOIS.

Permanent Index Numbers: 02-02-23-000-300 and 02-02-16-000-300

SUBJECT to all covenants, conditions, restrictions and easements apparent or of record; all applicable zoning laws and ordinances; and General Real Estate Taxes.

TO HAVE AND TO HOLD the premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth and dated July 10, 2012.

Grantor(s) hereby expressly waive and release any and all right or benefit under and by virtue of any and all homestead exemption statutes of the State of Illinois and represent and warrant the premises conveyed herein not to be homestead property.

IN WITNESS WHEREOF, the Grantor(s) hereunto set their hand and seal this 7th day of September 2013.

Roger Lyle Harrison Jr.
ROGER LYLE HARRISON Jr., AS TRUSTEE

Lyle Roger Harrison
LYLE ROGER HARRISON, AS TRUSTEE

Lux Harry Harrison
LUX HARRY HARRISON, AS TRUSTEE

Andrew Lux Harrison
ANDREW LUX HARRISON, AS TRUSTEE

Peter Andrew Harrison
PETER ANDREW HARRISON, AS TRUSTEE

STATE OF Wisconsin)
) ss.
COUNTY OF Manitowoc)

I, the undersigned Notary Public in and for said County and State, DO HEREBY CERTIFY that ROGER LYLE HARRISON JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, AND PETER ANDREW HARRISON personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 7th day of September 2013.

Notary Public

My commission expires 1-22-2017.

PREPARED BY:
Trustee, Andrew L. Harrison
1007 Ashland Avenue
Evanston, IL 60202

EXEMPT UNDER PROVISIONS OF
PARAGRAPH e, SECTION 4,
REAL ESTATE TRANSFER ACT.

DATE: September 7th, 2013

Buyer, Seller or Representative

STATE OF Wisconsin)
) ss.
COUNTY OF Manitowoc)

PLAT ACT AFFIDAVIT

I, ANDREW LUX HARRISON, under the penalties of perjury on oath state that I reside at 1007 Ashland Avenue, Evanston, IL 60202, and further state:

A. X That the attached Deed is not in violation of 765 ILCS 205/1a, in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or,

B. ___ That the attached Deed is not in violation of 765 ILCS 205/1b, for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

AFFIANT further states that this Affidavit is made for the purpose of inducing the Recorder of Deeds of Moultrie County, Illinois, to accept the attached Deed for recording, and that all local requirements applicable to the subdivision of land are met by the attached Deed and the tract described therein

Andrew Lux Harrison
Affiant

SUBSCRIBED and SWORN TO before me this 7th day of September 2013.

Laura A. Kemp
Notary Public

My commission expires 1-22-2017



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RECORDED ON
09/09/2013 10:04:04AM
PAGES: 4 REF#: 13D-420
PLAT CAB:
GEORGIA C. ENGLAND
CLERK & RECORDER
MOULTRIE COUNTY, IL
RHSP FEE: 9.00

WARRANTY DEED IN TRUST

MAIL TO:
Andrew L Harrison, TRUSTEE
1007 Ashland Avenue
Evanston, Illinois 60202

NAME AND ADDRESS
OF TAXPAYER:
Trustee Lyle R. Harrison
1007 Ashland Avenue
Evanston, Illinois 60202

RECORDER'S STAMP

THIS INDENTURE WITNESSETH, **THE GRANTORS, ROGER LYLE HARRISON JR.** of Manitowoc, Wisconsin; **LYLE ROGER HARRISON** of Evanston, Illinois; **LUX HARRY HARRISON** of Manitowoc, Wisconsin; **ANDREW LUX HARRISON** of Evanston, Illinois; and **PETER ANDREW HARRISON** of Pensacola, Florida as INDIVIDUALS and as TRUSTEES for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid, and other good and valuable consideration CONVEYS, WARRANTS, and QUITCLAIMS unto **GRANTEE, THE ROGER LYLE HARRISON SENIOR REVOCABLE TRUST** dated July 10, 2012, all our interest in the following described real estate situated in MOULTRIE and PIATT COUNTIES in the STATE of ILLINOIS, to-wit:

SAID REAL ESTATE TO BE CONVEYED BEING DESCRIBED AS
The Southwest Quarter (1/4) of the Northwest Quarter (1/4) of section twenty (20), and the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of section nineteen (19), Township fifteen (15), North, Range five (5), East of the Third Principal Meridian, situated in the County of Moultrie in the State of Illinois, excepting railroad right of way; **AND ALSO** the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of section thirty two (32); the South Half (1/2) of the Northeast Quarter (1/4) of section thirty two (32); the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of section thirty two (32); and the North Half (1/2) of the Southeast Quarter (1/4) of section thirty two (32); all in Township sixteen (16), North, Range six (6) East of the Third Principal Meridian, situated in the County of Piatt in the State of Illinois.
Permanent Index Numbers: 02-02-20-000-100 and 02-02-19-000-203
Permanent Index Numbers: 16-32-200-001 and 16-32-400-001

SUBJECT to all covenants, conditions, restrictions and easements apparent or of record; all applicable zoning laws and ordinances; and General Real Estate Taxes.

TO HAVE AND TO HOLD the premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth and dated July 10, 2012.

Grantor(s) hereby expressly waive and release any and all right or benefit under and by virtue of any and all homestead exemption statutes of the State of Illinois and represent and warrant the premises conveyed herein not to be homestead property.

IN WITNESS WHEREOF, the Grantor(s) hereunto set their hand and seal this 7th day of September 2013.

Roger Lyle Harrison Jr.
ROGER LYLE HARRISON Jr., AS TRUSTEE

Lyle Roger Harrison
LYLE ROGER HARRISON, AS TRUSTEE

Lux Harry Harrison
LUX HARRY HARRISON, AS TRUSTEE

Andrew Lux Harrison
ANDREW LUX HARRISON, AS TRUSTEE

Peter Andrew Harrison
PETER ANDREW HARRISON, AS TRUSTEE

STATE OF Wisconsin)
) ss.
COUNTY OF Manitowoc)

I, the undersigned Notary Public in and for said County and State, DO HEREBY CERTIFY that ROGER LYLE HARRISON JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, AND PETER ANDREW HARRISON personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 7th day of September 2013.

Notary Public

My commission expires 1-22-2017.

PREPARED BY:
Trustee, Andrew L. Harrison
1007 Ashland Avenue
Evanston, IL 60202

EXEMPT UNDER PROVISIONS OF
PARAGRAPH e, SECTION 4,
REAL ESTATE TRANSFER ACT.

DATE: September 7th, 2013

Buyer, Seller or Representative

STATE OF Wisconsin)
) ss.
COUNTY OF Manitowoc)

PLAT ACT AFFIDAVIT

I, ANDREW LUX HARRISON, under the penalties of perjury on oath state that I reside at 1007 Ashland Avenue, Evanston, IL 60202, and further state:

A. X That the attached Deed is not in violation of 765 ILCS 205/1a, in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or,

B. ___ That the attached Deed is not in violation of 765 ILCS 205/1b, for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

AFFIANT further states that this Affidavit is made for the purpose of inducing the Recorder of Deeds of Moultrie County, Illinois, to accept the attached Deed for recording, and that all local requirements applicable to the subdivision of land are met by the attached Deed and the tract described therein

Andrew Lux Harrison
Affiant

SUBSCRIBED and SWORN TO before me this 4th day of September 2013.

Laura A. Krueger
Notary Public

My commission expires 1-22-2017

Appendix PP - 217

Irrevocable Power of Attorney

I, Joy Claire: daughter of Harold, of the family Church, being of sound mind and over the age of 82, the mother of Lyle Roger: Harrison, hereby declares that i as the informant birthing Mother, Joy Claire, did not at the time i signed as informant for the birth record of my son was not informed by the State to understand the truth of the legal facts and lawful rights in equity attached to any security interests i may have transferred to the State of Illinois after the birth of my son, Lyle Roger: Harrison, 20th June 1973. In addition, I never signed any partnership or agreed to any estate plan of my husband, Roger Lyle Harrison Sr., except I agree only to his living Trust, The Roger L. Harrison Sr. Revocable Trust dated July 10, 2012.

I, the mother now comes *nunc pro tunc ab initio* as the Grantor of the private Trust–Estate LYLE ROGER HARRISON security registration number 112-1973 0052406, Registering Office Date 22 June 1973, do Bless and do Grant from the 20th of June 1991 Irrevocable Power of Attorney over this Trust security to my son, Lyle Roger: Harrison, his agents and/or assigns this 7 day of February 2022 A.D.

Joy Harris
Mother Signature

Signed before me in Cook County, Illinois this 7 day of February 2022 A.D.

TERESE HOPE LARRUE
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 9, 2025

Notary Public

I, Lyle Roger: Harrison, hereby accept, this 11th Day of April 2022 A.D. the appointment from my mother, Joy Claire: Church of the family Church.

Lyle R Harrison
Son Signature

Verifying Private Witness: _____ Print Name Aaron Hargis

Verifying Private Witness: _____ Print Name Scott Euton

Verifying Private Witness: _____ Print Name FRANK GRABOWSKI

Appendix QQ - 218

State of Illinois
In the Circuit Court of Judicial Circuit #6
Moultrie County

107
HUGGINS, CHARLOTTE HARRISON ET AL P 001 }
VS. } Case number: 2011-CH-000027
HARRISON, ROGER LYLE SR ET AL D 001 }

Notice to:

HARRSON, ROGER LYLE JR 1223 ALLEN ST		MANITOWOC, WI 54220-0000
HARRISON, LYLE ROGER 1223 ALLEN STREET		MANITOWOC, WI 54220-0000
RUNYON, CRAIG W 225 N WATER ST SUITE 301	(delivery via email)	DECATUR, IL 62523-0000
SMALLHORN, JACOB N PO BOX 627		MATTOON, IL 61938-0000

Take notice that the following entry was made on Tuesday, March 20, 2018

RLB

Cause comes before the Court on Defendants', Roger L. Harrison's and Lyle R. Harrison's Notice of Appeal seeking a reversal of the Orders of the Moultrie County Circuit Court entered by Judges Richard L. Broch and Dan L. Flannell from the dates of September 17, 2012 through February 20, 2018. Finding by the court, that with the exception of this Court's Order of February 20, 2018, Defendants failed to appear for all hearings set between the above dates after receiving proper notice of hearing, and failed to timely file any motions to re-open or reconsider the Court's rulings within 30 days of the entry thereof, without just cause. Based thereon, on Court's own motion, Defendant's "Notice of Appeal" as to Court's Orders entered in this cause from September 17, 2012 through June 26, 2017, is dismissed and stricken.

As to the Order of this Court entitled "Order Approving Accounting and Discharge of Farm Manager" entered February 20, 2018 , Defendants' Notice of Appeal seeking reversal of that Order filed on March 16, 2018, was timely filed, however the Court finds that said "Notice of Appeal" was not preceded by any Motions for the Court to re-open the case or reconsider its ruling, nor does the "Notice" describe any issue of law which is contested in the Court's ruling. Based thereon, Defendants' "Notice of Appeal" filed on March 16, 2018, as to the Court's Order entered on February 20, 2018 is dismissed and stricken. Clerk to forward a copy of this docket entry of all interested parties and counsel.

/s/Cynthia J Braden, Circuit Clerk (CJB)

Circuit Clerk, Cynthia J Braden

This notice mailed on Tuesday, March 20, 2018.

Deputy

CJB

HARRISON, LYLE ROGER
1223 ALLEN STREET
MANITOWOC, WI 54220-0000

11/28/2016	Notice of Hearing on December 7, 2016, at 9:30 a.m. on file with		KAW
	Certificate of Service.		KAW
12/05/2016	# 1 - Verified Petition/Motion for Recusal/Substitution of Judge Dan	DLF	CCO
	Flannell for Criminal Contempt Proceedings Filed here as an	DLF	CCO
	Application Required by 735 ILCS 5/2-1001 Paragraph (4). Same having	DLF	CCO
	been reviewed by the Court, this pleading is accepted for filing.	DLF	CCO
	# 2 - Defendant Lyle Harrison's Verified Objection to Plaintiff's	DLF	CCO
	Motion to Deem Plaintiff's 2nd Request to Admit Genunineness of	DLF	CCO
	Documents Admitted. Same having been reviewed by the Court, this	DLF	CCO
	pleading is rejected. Clerk is directed to return said document to	DLF	CCO
	the Defendant Lyle Harrison.	DLF	CCO
	# 3 - Verified Objection to Plaintiff's Motion for Disbursement of	DLF	CCO
	Peter Lux Trust Estate/Roger L. Harrison Sr. Revocable Trust Funds	DLF	CCO
	Seized by Hardware State Bank. Same having been reviewed by the	DLF	CCO
	Court, this pleading is rejected. Clerk is directed to return said	DLF	CCO
	document to the Defendant Lyle Harrison.	DLF	CCO
	# 4 - Verified Objection to Plaintiff's Motions for Issuance of	DLF	CCO
	Partition Deeds, Determination of Monetary Damages, and Award of	DLF	CCO
	Attorney's Fees and Expenses, and Response to Memorandum in Support	DLF	CCO
	of Plaintiff's Motions Filed October 20, 2016. Same having been	DLF	CCO
	reviewed by the Court, this pleading is accepted for filing.	DLF	CCO
12/06/2016	Defendant Lyle Roger Harrison's Verified Petition/Motion For		KAW
	Recusal/Substitution of Judge Dan Flannell For Criminal Contempt		KAW
	Proceedings Filed Here As An Application Required By 735 ILCS		KAW
	5/2-1001 Paragraph (4) on file with Certificate of Service. Defendant		KAW
	Lyle Roger Harrison's Verified Objection To Plaintiff's Motions For		KAW
	Issuance of Partition Deeds, Determination Of Monetary Damages, and		KAW
	Award of Attorney's Fees and Expenses, and Response To Memorandum In		KAW
	Support of Plaintiff's Motion Filed October 20, 2016 on file with		KAW
	Certificate of Service.		KAW
12/07/2016	Mr. Runyon present for the plaintiffs. No appearance by the	DLF	CCO
	defendants. The verified petition and motion for recusal and	DLF	CCO
	substitution of this Court regarding the prior criminal contempt	DLF	CCO
	proceeding is stricken. No written order required. Cause called for	DLF	CCO
	hearing on the Plaintiff's motion to deem requests in plaintiff's	DLF	CCO

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

Charlotte Sue Huggins, Cynthia H. Peters, Shirley H. Cooper f/k/a Shirley A. Huggins	)	
Plaintiffs,	)	
vs.	)	**No. 11-CH-27**
	)	Judge Dan L. Flannell
Lyle Roger Harrison,	)	Presiding Judge
Defendant,	)	

Lyle Roger Harrison's VERIFIED OBJECTION TO PLAINTIFF'S MOTION TO DEEM PLAINTIFF'S 2ND REQUEST TO ADMIT GENUINENESS OF DOCUMENTS ADMITTED

Lyle Roger Harrison, the Man, requests earnestly that this Honorable Court NOT grant the plaintiff's request to SEIZE, CONVERT, AND DISTRIBUTE ALL Trust money and Trust assets from the Peter Lux Trust/Roger L. Harrison Sr. Revocable Trust, and in support of this opposition to the plaintiff's Motion to Deem 2nd Request to Admit Genuineness of Documents Admitted, Lyle R. Harrison states:

1. I filed an opposition to Plaintiff's 2nd Motion to Request Admit Genuineness of Documents in October 2014 within the 28 days required. I have also attached an affidavit here with this filing, as well as a 2nd response to DENY any and all claims made by Plaintiff's or their attorney's. Attorney's James Jackson, Keith Casteel, Craig Runyon, Floyd Willoughby, and Rollin C. Huggins Jr, are engaging in Federal Tax Evasion. (Exhibit 2) To continue to deny there is a $17.8 Million tax lien and $3.1 Million tax levy placed upon all the Peter Lux Trust Estate/Roger L. Harrison Sr. Revocable Trust farmland. This Federal Tax Lien and Levy were placed upon the

property by the IRS and sent to the Moultrie County Treasurer, Secretary of the State of Illinois, Hardware State Bank, and US Bank on or about October 7, 2015.(Exhibit 2) Engaging in Federal Tax Evasion is a criminal act, and the Plaintiff's and their respective Attorney's are engaging in Federal Tax Evasion. **I have included an Affidavit with sworn statement here with this Objection to clarify to Plaintiff's Attorney's.** Over 4 times I have filed this Federal Tax Lien and Federal Tax Levy information with this Court proving ALL TAXES were paid on the Trust beneficiaries, which are only the 9 Harrison Children. Attorney Robert V. Elder admitted to the Harrison family the Federal Tax liability is from the theft of Trust income from the Harrison Children for +44 years.

2. Plaintiff's have failed after 5 ½ years to produce ONE document showing that taxes were paid on them to receive income from the Peter Lux Trust Estate or Roger L. Harrison Sr. Revocable Trust.
3. Again, I have rectified the Plaintiff's request for an additional affidavit according to Illinois Supreme Court Rule 216, which is at the end of this filing. Now that I have filed a 2nd time an answer to this motion with a nice SWORN affidavit, the Plaintiff's and their Attorneys should be satisfied to stop committing Federal Tax Evasion and Stealing Trust Funds from Children.

BACKGROUND

In order to fully understand the context of this response, a background section is included. Plaintiff's filed their complaint against Roger L. Harrison Sr. on July 2011 falsely alleging the "Harrison Farms Partnership" owned approximately 640 acres of the

Peter Lux Trust Estate in Moultrie County WITH NO EVIDENCE OF INHERITANCE OR PROOF OF PURCHASE. Plaintiff's fraud has resulted in a $17.8 Million IRS tax lien upon the Trust property.(Exhibit 2) Plaintiff's amended their complaint March 2012 to included the 9 children of Roger L. Harrison Sr. Roger L. Harrison Sr. passed away 6 months later on September 19, 2012. Plaintiff's then filed a 2nd Amended Complaint August 2014 adding; Harrison Farm Management LLC, the wife of Roger L. Harrison Sr, Joy C. Harrison, and the 5 Trustees of the Roger L. Harrison Sr. Trust in which they still claim the "Harrison Farms Partnership" owns all 640 acres? None of the Harrison family has anything to do with the "Harrison Farms Partnership" or ever received any income from this fraudulent lease agreement.

The "Harrison Farms Partnership" was a fraudulent lease agreement between Roger L. Harrison Sr, Charlotte Huggins, and Charlotte's 2 daughters, Cynthia and Shirley designed to conceal the true beneficiaries/owners of the Peter Lux Trust Estate. The "Harrison Farms Partnership" was designed to conceal the true ownership/beneficiaries of the Peter Lux Trust Estate, the 9 children of Roger L. Harrison Sr. Plaintiff Charlotte H. Huggins husband, Attorney Rollin C. Huggins Jr, was the "Harrison Farm's Partnership" plan administrator and author. This fraudulent entity was set up by Attorney's Robert V. Elder, and Rollin C. Huggins Jr, to commit financial exploitation of minor children and Federal Tax Evasion.

That said, the Peter Lux Trust Estate was created in 1920, and was settled on Harry Howard Harrison's Line and if Harry should die without issue, a remainder over to his younger brother's Line, the Line of Lyle Lux Harrison.(Exhibits 1,3,4,5,6,8,9,10) Harry Howard Harrison died without issue August 19, 1973. Defendant Lyle and 4 of his

siblings were minor children when Harry Howard Harrison died August 19, 1973. The entire Peter Lux Estate was set up to vest in a line of Heirs from the "Harrison Line" as Peter and Mary Lux had no sons alive when setting up their estate plan, therefore they chose the Harrison Line, because their daughter Susan, had 2 sons, Lyle Lux and Harry Howard.(Exhibits 1,3,4,5,6,8,9,10)

The Plaintiff's goal with their most recent filings is another attempt to engage in Federal Tax Evasion by converting trust money from the Peter Lux Trust Estate/Roger L. Harrison Sr Trust into Partnership funds with the approval of the Court/Harrison family. I do not approve of one dollar being given to Charlotte Huggins or her daughters.

RESPONSE TO PLAINTIFF'S 2nd REQUEST TO ADMIT

1. Plaintiff's 2nd Request to Admit Genuineness of Documents point (1);

   "Account statements, including canceled check and deposit slip images, commencing with the statement dated January 31, 2010 through the statement dated December 31, 2012, inclusive, for HARDWARE STATE BANK, account No. 220-744 attached as Exhibit 'A'."

   Lyle Roger Harrison's ANSWER: **DENY**

2. Plaintiff's 2nd Request to Admit Genuineness of Documents point (2);

   "Account statements, including canceled check and deposit slip images, commencing with the statement dated November 30, 2010 through the statement dated November 30, 2012, inclusive, for HARDWARE STATE BANK, account No. 256-021 attached as Exhibit 'B'."

Lyle Roger Harrison's ANSWER: **DENY**

3. Plaintiff's 2nd Request to Admit Genuineness of Documents point (3);

"Account statements, including canceled check and deposit slip images, commencing with the statement dated November 30, 2010 through the statement dated October 31, 2012, inclusive, for HARDWARE STATE BANK, account No. 256-056 attached as Exhibit 'C'."

Lyle Roger Harrison's ANSWER: **DENY**.

4. Plaintiff's 2nd Request to Admit Genuineness of Documents point (4);

"Account statements, including canceled check and deposit slip images, commencing with the statement dated June 30, 2011 through the statement dated March 31, 2012, inclusive, for HARDWARE STATE BANK, account No. 099-661 attached as Exhibit 'D'."

Lyle Roger Harrison's ANSWER: **DENY**

5. Plaintiff's 2nd Request to Admit Genuineness of Documents point (5);

"Hertz Farm Management Inc's 2010 Annual Report for Harrison Farm Partnership attached hereto as Exhibit 'E'."

Lyle Roger Harrison's ANSWER: **DENY**

6. Plaintiff's 2nd Request to Admit Genuineness of Documents point (6);

"Lyle R. Harrison/Harrison Farm Management LLC's 2011 Semi-Annual Report attached hereto as Exhibit 'F'."

Lyle Roger Harrison's ANSWER: **DENY**

7. Plaintiff's 2nd Request to Admit Genuineness of Documents point (7);

"Defendants' Accounting for 2010 & 2011 Pursuant to the Court Order, filed in this cause on June 22, 2012 attached hereto as Exhibit 'G'."

Lyle Roger Harrison's ANSWER: **DENY**

8. Plaintiff's 2nd Request to Admit Genuineness of Documents point (8);

"Receipt with images for two checks tendered to Hardware State Bank by Lyle R. Harrison, signed by Ray Duncan on April 26, 2013 attached hereto as Exhibit 'H'."

Lyle Roger Harrison's ANSWER: **DENY**

9. Plaintiff's 2nd Request to Admit Genuineness of Documents point (9);

"Topflight Grain Cooperative records relating to the 2012 crop attached hereto as Exhibit 'I'."

Lyle Roger Harrison's ANSWER: **DENY**

10. Plaintiff's 2nd Request to Admit Genuineness of Documents point (10);

"Order on Petition by Hardware State Bank Filed On March 19, 2014, entered and filed in this cause on October 7, 2014 attached hereto as Exhibit 'J'."

Lyle Roger Harrison's ANSWER: **DENY**

11. Plaintiff's 2nd Request to Admit Genuineness of Documents point (11);

"Current Report by Hardware State Bank filed in this cause on February 26, 2016 attached hereto as Exhibit 'K'."

Lyle Roger Harrison's ANSWER: **DENY**

CONCLUSION AND RELIEF REQUESTED

HARDWARE STATE BANK is currently being sued by Lyle, in Moultrie case 13L7 and Piatt case 13CH57 for damages regarding this property and the theft by its officers, Elliot Ray Duncan and his wife, Sally Foley Duncan,(Exhibits 1,2,3,4,5,6,7,8,9,10,11) for attempting to steal +$15 Million in farm land from the Peter Lux Trust Estate and for stealing +$51 Million in crop proceeds from the Peter Lux Trust/Roger L. Harrison Sr. Trust. (Harrison children) The Honorable Judge Dan Flannell is currently a shareholder in Hardware State Bank, he was also the former "Of Counsel" for Hardware State Bank when the Harrison children were minors. Currently, the Hardware State Bank is still engaging in Trust Fraud, Conversion of the Children's Trust Funds, and Federal Tax Evasion. I pray this honorable Court will put a stop to the Federal Tax Evasion of Hardware State Bank and NOT Grant Plaintiff's request.

EXHIBITS

1. Trabue/Lux/Harrison Family Tree
2. IRS $17.8 Million Lien and +$3.2 Million Levy against HARDWARE STATE BANK
3. Peter Lux Estate Trust Inheritance Tax Return
4. Lux 1924 Declaration of Trust
5. Faye Lux's Quit-Claim Deed/Receipt to Harry Howard Harrison for $3,000 of Trust funds
6. Moultrie Case 36-CH-63 AND Moultrie Case 36-CH-63 Court Order
7. Hardware State Bank's false and illegal accounting reports filed with the Moultrie Court in Case #11-CH-27, on February 26, 2016, illegally converting $950,000 from the Roger L. Harrison Sr. Revocable Trust Funds to Harrison Farm Management LLC

funds/Fee Simple.

8. Harrison Children Trust Accounts

9. Roger L. Harrison Sr. Revocable Trust

10. Harrison Family 11 Affidavits in Roger L. Harrison's Sr. Probate 13-P-26 receiving ALL interest in the Peter Lux Trust Estate/Roger L. Harrison Sr. Trust in Trust, not in Fee Simple.

11. +$17,265 TRUST Check HARDWARE STATE BANK CEO Elliot Ray Duncan stole, seized, and converted with NO court order against the Peter Lux Trust/Roger L. Harrison Sr. Trust.

CONCLUSION

For all of the above reasons, defendant Lyle R. Harrison, A Man, respectfully asks this Honorable Court to oppose and NOT grant the Plaintiff's 2nd Request to Admit Genuineness of Documents, filed in order to grant Plaintiff's in the following; SEIZE ALL TRUST ASSETS, CONVERTING ALL TRUST FUNDS, COMMITTING FEDERAL TAX EVASION, and SEIZING ALL PETER LUX TRUST ESTATE/ROGER L. HARRISON SR. TRUST MONEY.

Respectfully Submitted,

Lyle Roger Harrison, A Man

VERIFICATION

Pursuant to Illinois Code of Civil Procedure, Section 5/1-109, 735 ILCS 5/1-109, the undersigned, under penalty of perjury, hereby certifies and swears that the foregoing Lyle Roger Harrison's VERIFIED OBJECTION TO PLAINTIFF'S MOTION TO DEEM PLAINTIFF'S 2ND REQUEST TO ADMIT GENUINENESS OF DOCUMENTS ADMITTED is true and correct to the best of his knowledge. Further, the copies attached in the supporting record are a true and correct copy of the original documents.

Lyle Roger Harrison, A Man

Lyle R Harrison
1007 Ashland Avenue
Evanston, IL 60202
PH: 847.977.8981

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

Charlotte Harrison Huggins, Cynthia H. Peters, Shirley H. Cooper f/k/a Shirley A. Huggins	)	
Plaintiffs,	)	
vs.	)	**No. 11-CH-27**
	)	Dan L. Flannell
Lyle Roger Harrison,	)	Judge Presiding
Defendant,	)	

AFFIDAVIT OF Lyle R. Harrison

Lyle R. Harrison, certifies, deposes and declares, under penalty of perjury, and pursuant to section 1-109 of the Illinois Code of Civil Procedure, and Illinois Supreme Court Rule 216 as follows:

The contents of the foregoing Lyle Roger Harrison's VERIFIED OBJECTION TO PLAINTIFF'S MOTION TO DEEM PLAINTIFF'S 2ND REQUEST TO ADMIT GENUINENESS OF DOCUMENTS ADMITTED are true and correct, And all copies in the Appendix/Supporting record are both true and correct copies.

FURTHER AFFIANT SAITH NOT.

Lyle Roger Harrison, A Man

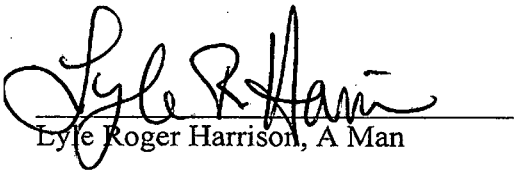
Lyle Roger Harrison
1007 Ashland Avenue
Evanston, Illinois 60202
PH: 847.977.8981

NOTICE AND PROOF OF SERVICE

By Email To:

Samuels, Miller, Schroeder, Jackson, & Sly LLP
Attorneys; James T. Jackson, Craig Runyon, Keith Casteel
225 N. Water St., Suite 301
P.O. Box 1400
Decatur, Illinois 62525
217.425.6313
runyon@samuelsmiller.com

Under the penalties provided in the law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that **Lyle Roger Harrison's Objection to Plaintiff's Motion to Deem 2nd Request to Admit Genuineness of Documents Admitted** filed by Lyle R. Harrison is being emailed by Fedex to the Illinois Supreme Courthouse and filed on October 26, 2017, and one copy of same is electronically served upon the Plaintiff's by electronic email at the above email address of Plaintiff's Attorney. Upon acceptance of the filing, a file stamped copy of the Objection will be sent to the Clerk of the Court.



Lyle Roger Harrison, A Man

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

Charlotte Harrison Huggins, Cynthia H. Peters, Shirley H. Cooper f/k/a Shirley A. Huggins	)	
Plaintiffs,	)	
vs.	)	**No. 11-CH-27**
	)	Dan L. Flannell
Lyle Roger Harrison,	)	Judge Presiding
Defendant,	)	

VERIFIED OBJECTION TO PLAINTIFF'S MOTION FOR DISBURSEMENT OF PETER LUX TRUST ESTATE/ROGER L. HARRISON SR. REVOCABLE TRUST FUNDS SEIZED BY HARDWARE STATE BANK

NOW COMES the Defendant Lyle Roger Harrison, A Man, in Response to Plaintiff's Motion for disbursement of the Peter Lux Trust Estate/Roger L. Harrison Sr. Trust funds seized by HARDWARE STATE BANK stating as follows;

In response to Plaintiff's paragraph 1;

1. This court entered on September 17, 2012 an order appointing Hardware State Bank to serve as manager and receiver over the Peter Lux Trust Estate/Roger L. Harrison Sr. Revocable Trust farmland, EVEN THOUGH NEITHER TRUST WAS A PARTY TO THE LAWSUIT.

In response to Plaintiff's paragraph 2;

2. Hardware State Bank was supposed to give ALL funds over to the Trustees and Beneficiaries according to the 1924 Declaration of Trust which contract they signed.(Exhibits 5,6,7,8) Hardware State Bank has stolen and/or

misappropriated +$20 Million in Children's Trust funds and emptied the Harrison Children's Trust Accounts. (Exhibits 1,2,3,4,5,6,7,8,9,10,12,14,15,) Hardware State Bank has committed Fraud, embezzlement, and grand larceny and Federal Tax evasion of at least $17.8 Million dollars. Currently the IRS has issued a $17.8 Million dollar tax lien and levy of $3.1 Million against HARDWARE STATE BANK. (Exhibit 2)

In response to Plaintiff's paragraph 3;

3. HARDWARE STATE BANK has not filed an annual accounting every year, violated the terms of the trust, paid themselves with Trust assets, falsified documents to the IRS, (Exhibits 1,2,3,4,5,6,7,8,9,10,12,14,15,) and signed another Cash rent contract for the 2017 year, which has already paid money to Hardware State Bank which means Hardware State Bank is holding more than $948,000 of stolen and seized Trust funds.

The Constitution of The State of Illinois Article I Section 6 AND The United States Constitution 4th Amendment say almost the same thing;

> "The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized."

The Constitution of The State of Illinois Article I Section 2 & United States Constitution 14th Amendment say almost the same thing;

> "**Section 1.** All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life,

liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

Judge Flannel never signed an Order against the Trust of Roger L. Harrison Sr. Revocable Trust, therefore, ALL trust funds have been seized illegally and without due process. In addition the "due process clause" of the Constitution is taken to mean that the judge himself cannot have a conflict of interest. According to the ARDC, the Honorable Judge Dan L. Flannell had a conflict of interest when he seized the trust funds being a "common stock" shareholder.

In response to Plaintiff's paragraph 4;

4. The plaintiff's attorney states that both families have a 50%-50% relationship of fee simple funds. This is a lie, and is a crime. The Harrison children own ALL the Trust funds in Trust.(Exhibits 1,3-25) The plaintiff's own no property, have proven no claim, and have no ownership and no right to anything. In addition, the partition deeds the Plaintiffs have submitted to the court, may not even be an even split 50-50 I acreage because they have made the filing so confusing, its that difficult to tell. They should have just done their case according to the Tax Pin Id's, but then the Court would have known they were engaged in Federal Tax evasion. Plaintiff's proposed partition deeds appear to not match their claims on disbursements of funds, that's really how bad a lawyer Keith Casteel is. Seriously? My mother was sued by Keith Casteel in the 2nd Amended Complaint, and no he is claiming she is not entitled to a check? Crazy. However, my mother has chosen to take her interest only in Trust as our

ENTIRE family has, so the Entire Trust fund should be distributed 100% to the Harrison family, as we are the owners in Trust, and the Plaintiff's are not.

In response to Plaintiff's paragraph 5;

5. Those issues addressed by the Plaintiff's motion for disbursement of Trust funds are now being dealt with by this Court and are addressed in points 6-41 of this response.

PLAINTIFF'S REQUEST TO THE COURT TO PARTITION THE PETER LUX TRUST/ROGER L. HARRISON SR. TRUST IS WITHOUT MERIT OR BASIS

6. Plaintiff's have proposed a distribution in line with what they say is the ownership of each individual. Plaintiff's have no right, title, or interest in the Peter Lux Trust Estate/Roger L. Harrison Sr. Revocable Trust, and therefore have no right to any income split as they suggest in the table below;

Defendants	
Roger Harrison Sr.	30.105%
Roger L. Harrison Revocable Trust	4.19%
Johanna Harrison	1.745%
Clara Harrison	1.745%
Lux Harrison	1.745%
Peter Harrison	1.745%
Janet Harrison	1.745%
Andrew Harrison	1.745%
Beth Harrison	1.745%
Roger Harrison JR	1.745%
Lyle Harrison	1.745%
Plaintiff's	
Charlotte	46.23%
Cynthia Peters	1.84%
Shirley Cooper	1.84%

Plaintiff's "plan" / request for distribution of Trust funds is nothing more than Trust Fraud, Federal Tax Evasion and Bank Fraud. Plaintiff's have no right to Any income. The Harrison family has already signed and filed with this court to take ALL interest in the Peter Lux Trust Estate in Trust, the Roger L. Harrison Sr. Revocable Trust. (Exhibit 19,20)

Plaintiff's have also proposed a plan for division based upon the Commissioner's recommendations. After having reviewed their plan of partition and division, I have condensed it according to the 9 Tax Pin's filed in the Moultrie County Courthouse from the Peter Lux Trust Estate.(Exhibit 3) The Plaintiff's are requesting the Court award them 320 acres of the Peter Lux Trust Estate/Roger L. Harrison Sr. Revocable Trust.

PETER LUX TRUST ESTATE 9 Tax Pins	**Acres**	Plaintiff's Fee Simple Proposal	**Lux/Harrison Trust Facts**
02-02-22-000-402	60	Huggins	100%
02-02-22-000-400	20	Huggins	100%
02-02-22-000-102	56.6	Huggins	100%
02-02-22-000-201	20.29	Huggins	100%
02-02-23-000-100	160.6	Huggins	100%
02-02-23-000-300	160	Harrison	100%
02-02-22-000-202	40	Harrison	100%
02-02-22-000-401	80	Harrison	100%
02-02-16-000-300	40	Harrison	100%
Huggins Acres		320 acres	0 Acres
Harrison Trust Acres		320 acres	640 Acres

I see no valid reason to give or award Plaintiff's 320 acres of my inheritance, therefore, I categorically reject any and all claims to partition the Peter Lux Trust/Roger L. Harrison Sr. Revocable Trust property.

HARDWARE STATE BANK & BANK CEO, ATTORNEY FRANCIS PURVIS

7. The main problem with the Plaintiff's filing for partition deeds, attorney's fees, and damages, and the whole entire case, is the issue of Hardware State Bank. The entire 1000 Acres in the Peter Lux Trust Estate was vested in the 9 Harrison Children when Harry Howard Harrison died without issue August 19, 1973. (Exhibit 1,3,4,5) 5 of the Harrison Children were alive and fully vested with the ownership in Trust of +1440 acres.(Exhibit 1) Hardware State Bank signed the 5th page of the 1924 Declaration of Trust,(Exhibit 5) and acknowledged the Trust beneficiaries would be the owners when Harry died.(Exhibit 5) However, the CEO of Hardware State Bank, Attorney Francis Purvis married Fay K. Lux.(Exhibit 1) CEO Francis Purvis, wanted more than just the $17,000 of money for his wife, he wanted to OWN 320 acres his wife was receiving income on. (Exhibit 3,4,5,9,10)

8. CEO Francis Purvis was the Attorney of record on Moultrie Case 36-CH-63. (Exhibit 9) At the conclusion of case 36-CH-63, his wife signed accepting the cash $17,000 buyout in lieu of a life estate,(Exhibit 9,10) but then CEO Francis Purvis didn't file Trust deeds in Trust as he was supposed to on any of the Peter Lux Trust Estate. (Exhibit 1,3,4,5,9,10) These actions were the beginning of the Fraud against the 9 Harrison Children. CEO Francis Purvis set the stage early in 1936, to make sure the 9 Harrison Children would be robbed by Hardware State Bank of +44 years of income from the Peter Lux Trust Estate properties.

9. The fraud was later continued when Attorney Robert V. Elder (Relative of CEO Attorney Francis Purvis) settled the Estate of Lyle Lux Harrison in 1981. (Exhibit 15,16,17) While Attorney Robert V. Elder was settling the Estate, he made sure to settle the farmland property in Trust on the Children with the IRS, but then file fraudulent deeds for Floyd and Amy Willoughby. Fraudulent deeds for Charlotte, Cynthia, and Shirley Cooper. Based upon

information and belief, it was also Attorney Robert V. Elder[1] who transferred all the Harrison Children's trust accounts and emptied the accounts of all the money. (Exhibit 15,16,17) This court case is not a family dispute, it's a case about Bank Fraud masked to appear like a family dispute. Hardware State Bank has huge liability, and stole Trust funds from their client and gave the Children's Trust funds and Trust accounts away for +44 years. (Exhibit 9,15,17) That's the real issue with this case. Reading the Plaintiff's filings without starting with the Peter Lux Estate Inheritance Tax file, is the wrong way to proceed with this case, and a sure way to never understand the Peter Lux Trust Estate.(Exhibit 3,4,5,9) Read the Peter Lux Estate files first.

RESPONSE AND REJECTION OF ENTIRE MEMORANDUM

10. Defendant Lyle hereby rejects and denies every document, every statement, every issue, every paragraph, every fraudulent deed, every signed deed by Plaintiff's and every claim made by Plaintiff's and their Attorney's; Craig Runyon, Keith Casteel, and James Jackson.
11. Defendant Lyle hereby refuses any and all money issued to him, whether by check, money order, or any other fashion, other than in Trust. Any check issued outside of Roger Sr's Trust is hereby refused and NEVER accepted to or agreed to UNDER ANY CIRCUMSTANCES.
12. Defendant Lyle hereby reaffirms and restates that any and ALL his interest in the Peter Lux Trust Estate or Newton Addison Trabue farmland, is only taken in and through the Peter Lux Trust Estate/Roger L. Harrison Sr Revocable Trust. This document of

[1] Attorney Robert V. Elder of Sullivan, Illinois was suspended in 2015 by the Illinois Supreme Court, and who admitted to falsifying tax records and defrauding his client.(Probate Victim)

refusal was already signed by my family and by me and filed November 2013 more than 3 years ago in the probate file or Roger Sr, 13-P-26. (Exhibits 19,20,24)

13. I have chosen to keep my interest in the Peter Lux Trust Estate farmland in trust, and give none to the Plaintiff's as well as none of the proceeds for their lies and fraudulent actions.(Exhibit 20)

14. The Moultrie Court, in the Peter Lux Estate and Case 36-CH-63 has already settled all 640 acres of this farmland property in trust for me and my 8 siblings via a ***Springing Executory Interest***. (Exhibits 3,4,5,6,9) "In *Pell vs. Brown*, executory limitations were indestructible and that view has always been adhered to here(Illinois)"[2] In addition, Plaintiff's father, Attorney Rollin C. Huggins Jr told Grandfather Lyle Lux Harrison, "Your grandchildren already have an interest in the property and there is nothing that can be done to change this around, because all persons in interest are not ascertained and not of full legal age".(Exhibit 11)

15. I only file for me, but the facts show the entire Harrison family has already signed affidavits and filed them March 25, 2013 in Roger L. Harrison Sr.'s Probate 13-P-26 (Exhibit 20) stating their interest in the Peter Lux Trust Estate and Newton Addison Trabue farmland properties will stay in Trust and the trust income will only be accepted through the Living Trust of my father, (Exhibit 20) Roger Lyle Harrison Sr. dated July 10, 2012.

16. The IRS, a federal taxing authority. Issued a $17.8 Million Tax Lien and $3.1 Tax Levy upon HARDWARE STATE BANK and US BANK for fraudulently stealing the

[2] See Law of Future Interest by Carey & Schuyler KFI 1334.5.F8C31941C2

Trust funds of Defendant Lyle and the other Harrison Children. (Exhibits 1,2,5,6,9,12,13,14,25)

ROGER L. HARRISON SR. REVOCABLE TRUST AND ESTATE PLAN

17. On July 10, 2012, Roger L. Harrison Sr., the Sole trustee of the Peter Lux Trust Estate and his father, Lyle Lux Harrison Revocable Trust(Exhibits 1,15,16,17) Roger Sr. appointed successor Trustees(Exhibit 18) and signed his own Revocable Trust dated July 10, 2012. (Exhibits 1,3,4,5,9,19)
18. Roger L. Harrison Sr. also signed, filed, and recorded 3 Trustees Deeds before his death September 19, 2012. (Exhibits 19,21,22,23)
19. The Trustees have all signed and recorded 5 deeds in Trust on September 9, 2013 which are titled in the name of the Roger L. Harrison Sr. Revocable Trust. The Trustees have made their decision to take all their interest in Trust, Charlotte doesn't like it, so she sued with no right, title, or interest to sue.
20. The 9 Harrison Children and their mother, Joy C. Harrison, have all signed, notarized, and recorded they will take ALL their interest in the Peter Lux Trust Estate in Trust, through the Roger L. Harrison Sr. Revocable Trust dated July 10, 2012. (Exhibit 20)
21. Charlotte, Cynthia, and Shirley have no part, are not Harrisons, are not males, nor do they have any inheritance in Roger's Living Trust, the Peter Lux Trust Estate, Lyle Lux Harrison Revocable Trust, are not in the Harrison LINE, and were NEVER included. Therefore, Plaintiff's current partition lawsuit, request for disbursement of Trust funds, Motion for issuance of Partition deeds, Motion to admit genuiness of documents, and affidavit of attorney's fees have NO bearing in this case. All their motion should be

denied, attorney's fees denied for filing a frivolous lawsuit, and sanctions should be imposed for lying to the court concerning the Peter Lux Trust Estate/Roger L. Harrison Sr. Revocable Trust.

22. In addition, the Plaintiff's claim that Joy C. Harrison, spouse of Roger Sr., was a party to the partition lawsuit and sued her in the second Amended Complaint filed August 2014. However, in the Plaintiff's motion for disbursement of funds, Plaintiff's never request the Court to issue ANY money to the wife of Roger L. Harrison Sr. Why was Joy C. Harrison sued then? Harassment as shown by the filings of the Plaintiff's. Sanctions should be imposed for Plaintiff's false claims and lies to the court.

The Issuance of Partition Deeds Of the Peter Lux Trust Estate/Roger L. Harrison Sr. Revocable Trust Dated July 10, 2012

23. ALL of the property that is the subject of this lawsuit, Case 11-CH-27, was placed in Trust for the 9 Harrison Children. (Exhibits 3,4,5,9) Plaintiff's have never had right, title, or interest in the Trust, that's why Plaintiff's deny its existence to the Court.
24. Charlotte H. Huggins is a female and was also disinherited by her father Lyle Lux Harrison and cast out for her actions, and lies to her family.(Exhibit 1,3,4,5,15,16,17)
25. The two daughters of Charlotte Huggins, Cynthia Peters and Shirley Cooper, were never in the Harrison bloodline, and were never entitled to receive any of the Peter Lux trust Estate/Roger L. Harrison Sr. Revocable Trust income or farmland property. (Exhibits 1,3,4,5,6,7,8,9,16)
26. The Peter Lux Inheritance Tax file shows the farmland property going to the LINE of Harry Howard Harrison, and upon failure of issue, a remainder over to the 9 Harrison Children of Roger L. Harrison Sr. (Exhibits 1,3,4,5,6,7,8,9,15,16,17)

Damages Listed And Attorneys Fees Requested by Plaintiff's Are Evidence Of Fraud And Federal Tax Evasion

27. All damages of the Plaintiff's; Charlotte Huggins, Cynthia Peters and Shirley Cooper are a sad attempt to climb into the Peter Lux Trust Estate/Roger L. Harrison Sr Revocable Trust. The entire Huggins family were never entitled, so they used their father to con and lie to get money from the 9 Harrison children.
28. Plaintiff's have no valid claim, and have produced no substantive documents. They have relied upon their fraudulent lease agreement; The "Harrison Farms Partnership" in a sad attempt to steal the Peter Lux Trust estate/Roger L Harrison Trust proceeds and property.
29. The Harrison family has already chosen to take all interest in the Roger L. Harrison Sr. Revocable TRUST dated July 10, 2012 and nothing in Fee Simple. (Exhibit 20)
30. All the farmland property associated with the 9 Tax ID numbers are from the Peter Lux Trust Estate,(Exhibit 1,3,4,24) not the fraudulent lease agreement called the "Harrison Farms Partnership". The "Harrison Farms Partnership" was a lease agreement that never owned, purchased, or was titled ANY of the property that is the subject of this lawsuit. There are no partnership deeds signed, filed or recorded anywhere!
31. The Harrison family, Lyle Lux, Harry Howard, and Susan Myrtle, already agreed to keep all farmland property in Trust FOREVER in Moultrie Case 36-CH-63, (Exhibit 9) and Judge Laughlin signed the 36-CH-63 Court Order to establish the Peter Lux Trust Estate FOR EVER. (Exhibit 9)

Damages Listed And Attorneys Fees Requested by Plaintiff's Will Cause the County/State of Illinois Premiums and Bond Rating to be Reduced Due To Their Fraud

32. Charlotte and her daughters have not "inherited" property from anyone and have never purchased any of the farmland property that is the subject of this case.
33. Charlotte and her daughters inherited/received no property from Peter Lux.
34. Charlotte and her daughters inherited/received no property from Mary Lux.
35. Charlotte and her daughters inherited/received no property from Newton Addison Trabue.
36. Charlotte and her daughters inherited/received no property from Harry Howard Harrison.
37. Charlotte and her daughters inherited/received no property from Lyle Lux Harrison.
38. Charlotte and her daughters inherited/received no property from Roger L. Harrison Sr.
39. All the Peter Lux Trust Estate Taxes and Inheritance Taxes were paid on the 9 Harrison Children receiving their interest in the Peter Lux Trust Estate/Roger L. Harrison Sr. Trust.(Exhibit 1,3,9,3,16,17,19) NO ESTATE TAXES were ever paid on Charlotte or her daughters receiving ANY property or money ever. (Exhibit 1,3,9,3,16,17,19) To take any Trust property or any Trust money and give it to the Plaintiff's, would be a gross miscarriage of justice and incur a massive federal tax liability which the IRS has already acknowledged. (Exhibit 2)
40. Federal Tax Court will ultimately result in Moultrie County and the State of Illinois to have a reduced Bond rating and higher insurance premiums if the Court grants Plaintiff's request for partition and Attorney's Fees from this Trust in which Plaintiff's have no interest in.

41. The IRS will eventually obtain the stolen trust funds back in federal tax court from the county, the banks, and/or the attorney's involved, and would therefore complicate the Trust issues more than it is now due to the fraud of Attorney Robert V. Elder.

Exhibits

All Exhibits cited in this filing are identical to the filing titled: VERIFIED OBJECTION TO PLAINTIFF'S MOTIONS FOR ISSUANCE OF PARTITION DEEDS, DETERMINATION OF MONETARY DAMAGES, AND AWARD OF ATTORNEY'S FEES AND EXPENSES, AND RESPONSE TO MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTIONS FILED OCTOBER 20, 2016 **in order to make the Moultrie Circuit Clerks job easier, I didn't include all the same exhibits again in this filing, but you may reference the above filing for the same exhibits in the same order for your help.

1. Trabue/Lux/Harrison Family Tree.
2. IRS $17.8 Million Dollar Lien and $3.2 Million Levy Against Hardware State Bank and US Bank
3. Peter Lux's Will/Probate/Inheritance Tax File
4. (5) - 1920 Peter Lux Trust Estate Property Abstracts
5. The 1924 Lux Declaration Of Trust.
6. In 1926, Faye Kinzel Lux Signs A Quit-claim Deed As Receipt For $3,000 To Harry Howard Harrison In Trust On Lot 11 to all of her right, title and interest and claim in The Peter Lux Estate and 1924 Lux Declaration Of Trust Property AND Faye Kinzel Lux's death certificate.
7. In 1925, William C. Trabue Signs A Quit-claim Deed To Harry Howard Harrison In Trust On Lot 11 AND all of his 160 acres of interest to the Newton Addison Trabue Estate.
8. In 1925, Susan A. Latch Signs A Quit-claim Deed To Harry Howard Harrison In Trust On Lot 11 AND all of her 160 acres of interest in the Newton Addison Trabue Estate.
9. Moultrie Court Case# 36-CH-63, Court Order 36-CH-63, And The 1936 Trustee's Deed #50666 For All Of The Newton Addison Trabue AND Peter And Mary E. Lux Property In Trust.
10. Faye Kinzel Lux's $17,000 Buyout Signature. (1936)

11. Attorney Rollin C. Huggins' Jr. 1968 Letter.

12. In 1973, The Hardware State Bank's Incomplete, false, and Incorrect Inventory Report For The Estate Of Harry Howard Harrison.

13. Roger L. Harrison Sr Trust Account at Hardware State Bank.

14. Hardware State Bank's false and illegal accounting reports filed with the Moultrie Court in Case# 11-CH-27, on February 26, 2016, illegally converting $950,000 from Roger L. Harrison Sr. Revocable Trust Funds to Harrison Farm Management LLC funds/Fee Simple.

15. Lyle Lux Harrison's Trust Accounts for the 9 Harrison Children.

16. Lyle Lux Harrison's Deed-In-Trust 1976 AND Lyle Lux Harrison Living Trust Agreement.

17. Lyle Lux Harrison's Probate/Inheritance Tax File 1981.

18. January & February Motions Appointing Successor Trustees Filed In Moultrie County Court by Trustee Roger L. Harrison Sr.

19. Roger Lyle Harrison Sr. Revocable Trust Dated July 10, 2012

20. Affidavits of Spouse and all 9 Children of Roger L Harrison Sr.

21. Roger Lyle Harrison Sr. 1.69 Acre Deed-In-Trust.

22. Roger Lyle Harrison Sr. 180.89 Acre Deed-In-Trust.

23. Roger Lyle Harrison Sr. 60 Acre Deed-In-Trust.

24. 5 Deeds-In-Trust Filed By The Successor Co-Trustees Of Peter And Mary E. Lux Trust Property & Co-Trustees Of The Roger Lyle Harrison Sr. Revocable Trust Dated July 10th, 2012.

25. Okaw Farmer's CO-OP Inc. Elevator in Lovington illegally gave away a check for $17,265.26 of The Roger Lyle Harrison Sr. Revocable Trust without a Court order against the Trust, violating the 4th Amendment of The Constitution of The United States Of America.

CONCLUSION

WHEREFORE, Lyle R. Harrison as a Man, moves that this honorable court to enter judgment against Plaintiff's, CHARLOTTE HUGGINS, CYNTHIA PETERS, And SHIRLEY COOPER. Probably the saddest filing I have ever read is this latest filing by Attorney Craig Runyon, who has for 5 1/2 years, have tied up the Harrison family in court. In a fruitless and vain attempt at a hail-Mary pass to trick the Harrison family, and get the Court to commit Federal tax evasion by converting Trust Funds and Trust property with no approval of the Trust. Attorney Runyon quotes case *Carrell vs. Hibner* and states the Defendants' Answer, Affirmative Defenses and Counterclaims are, "plaintiffs were compelled to engage in long and costly litigation to defeat claims entirely devoid of any equitable basis." What makes this so sad is that, the Defendants have been defaulted over a year ago? What claims? What case? For 5 1/2 years, no discovery has been allowed, no answers or counterclaims have been allowed, and the only time Defendant Lyle filed an answer, affirmative defenses, and counterclaims, he was denied by the court on October 24, 2016! For 5 1/2 years, knowingly, intentionally, and deliberately, Attorneys Keith Casteel and Craig Runyon have, with the aid of Attorney Robert V. Elder and Hardware State Bank stolen the Harrison childrens trust funds, converted the Trust funds, and lied to the court. The FRAUD is so blatant, Attorney Casteel/Runyon keeps re-opening the probate of Roger L. Harrison Sr, 4 years AFTER Roger Sr. died? Less than $5,000 is in the Roger Harrison Sr Estate? You mean Plaintiff's couldn't get the judge to issue a final order in a case they claim is "baseless and devoid of any equitable basis"?

The Doctrine of Clean hands also forbids the Court from awarding damages or relief as a result of FRAUD or the actions of a crime. Plaintiff's have no claim, have committed theft,

own no property, are not trust beneficiaries,(Exhibits 1,3,4,5,9,16,19) and openly mocked the IRS and the tax laws of this country. Plaintiff's have sued Mrs. Joy Harrison in their 2nd Amended Complaint, and then in their motion for disbursement of Trust funds denied Mrs. Joy Harrison is entitled to receive any money? Plaintiff's filings don't even make sense logically or legally. Plaintiff's have failed after amending their case 4 times to prove any ownership. Why does it take 4 times for Attorney Keith Casteel (Who has practiced Law +35 years) to get his case right? Against Defendants that are filing themselves and have no legal experience? Seriously? Its painful to have to read these filings, which are utterly devoid of any truth, but spout nonsense from the first page to the last. In 5000 pages and 5 ½ years, not one document filed by Plaintiff's Attorney's tells you who purchased the property or who inherited the property.

RELIEF AND REMEDY

I humbly ask this court to return the Peter Lux Trust/Roger L. Harrison Sr. TRUST funds/TRUST property to the beneficiaries and stop this circus. To allow this case to continue is an embarrassment to the Moultrie County community, the legal profession, and to the entire state of Illinois. It is also to put a stop to the Federal Tax Evasion and TRUST FRAUD started by HARDWARE STATE BANK, and continued by Attorney Robert V. Elder.

Respectfully Submitted,

Lyle Roger Harrison, A Man

VERIFICATION

Pursuant to Illinois Code of Civil Procedure, Section 5/1-109, 735 ILCS 5/1-109, the undersigned, under penalty of perjury, hereby certifies and swears that the foregoing VERIFIED OBJECTION TO PLAINTIFF'S MOTION FOR DISBURSEMENT OF PETER LUX TRUST ESTATE/ROGER L. HARRISON SR. REVOCABLE TRUST FUNDS SEIZED BY HARDWARE STATE BANK is true and correct to the best of his knowledge. Further, the copies attached in the supporting record are a true and correct copy of the original documents.

Lyle Roger Harrison, A Man
1007 Ashland Avenue
Evanston, IL 60202
PH: 847.977.8981

Subscribed and being duly sworn on oath before me deposes and says that the facts contained in the above VERIFIED OBJECTION TO PLAINTIFF'S MOTION FOR DISBURSEMENT OF PETER LUX TRUST ESTATE/ROGER L. HARRISON SR. REVOCABLE TRUST FUNDS SEIZED BY HARDWARE STATE BANK are true and correct, and the supporting record are true and correct copies of the original documents this 2nd day of December, 2016 by Lyle R. Harrison for the purposes herein set forth.

Notary Public

OFFICIAL SEAL
ANA L ARIAS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Nov. 12, 2018

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

Charlotte Harrison Huggins, Cynthia H. Peters, Shirley H. Cooper f/k/a Shirley A. Huggins	)	
Plaintiffs,	)	
vs.	)	**No. 11-CH-27**
	)	Dan L. Flannell
Lyle Roger Harrison,	)	Judge Presiding
Defendant,	)	

AFFIDAVIT OF LYLE ROGER HARRISON

Lyle R. Harrison, certifies, deposes and declares, under penalty of perjury, and pursuant to section 1-109 of the Illinois Code of Civil Procedure, as follows:

The contents of the foregoing VERIFIED OBJECTION TO PLAINTIFF'S MOTION FOR DISBURSEMENT OF PETER LUX TRUST ESTATE/ROGER L. HARRISON SR. REVOCABLE TRUST FUNDS SEIZED BY HARDWARE STATE BANK are true and correct, And all copies in the Appendix/Supporting record are both true and correct copies.

FURTHER AFFIANT SAITH NOT.

Lyle Roger Harrison, A Man

Lyle Roger Harrison
1007 Ashland Avenue
Evanston, Illinois 60202
PH: 847.977.8981

Subscribed and being duly sworn on oath before me deposes and says that the facts contained in the above are true and correct, and the supporting record are true and correct copies of the original documents this 2nd day of December, 2016 by Lyle R. Harrison for the purposes herein set forth.

Notary Public

OFFICIAL SEAL
ANA L ARIAS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Nov. 12, 2018

CERTIFICATE OF SERVICE

I certify that on December 2 th, 2016 at 6 o'clock P.m., I delivered/emailed in person, emailed or deposited a copy of the foregoing VERIFIED OBJECTION TO PLAINTIFF'S MOTION FOR DISBURSEMENT OF PETER LUX TRUST ESTATE/ROGER L. HARRISON SR. REVOCABLE TRUST FUNDS SEIZED BY HARDWARE STATE BANK in a U.S. Post Office Box in Illinois, enclosed in an envelope with proper postage prepaid, addressed to the following in the manner set forth:

By Email:

Samuels, Miller, Schroeder, Jackson, & Sly LLP
Attorneys; James T. Jackson, Craig Runyon, Keith Casteel
225 N. Water St., Suite 301
P.O. Box 1400
Decatur, Illinois 62525
217.425.6313
runyon@samuelsmiller.com

Lyle R. Harri
Lyle Roger Harrison, A Man

I, Peter Lux, of the Village of Lovington, County of Moultrie, and State of Illinois, being of sound mind and memory, and considering the uncertainty of life, do hereby make, ordain & publish and declare this to be my last will and testament, and I do hereby revoke any and all other wills by me heretofore made and executed.

FIRST: I order and request that my executrix hereinafter named, pay, from m the money or property of my estate, all of my just debts and funeral expenses and the costs of administration upon my estate.

SECOND: I give, devise and bequeath to my grandson, Harry Howard Harrison, the sum of Three Thousand Dollars ($3000.00) , to be paid to him by my executrix hereinafter named, in due course of administration upon my estate.

THIRD: After the payments provided for in the former paragraphs of this will are made, I give, devise and bequeath unto my wife, Mary E. Lux, her heirs and assigns forever, all the property, real, personal and mixed, and effects of every name and nature which I may die seized or possessed of, or may be entitled to at the time of my death.

LASTLY: I do hereby make, constitute and appoint my wife, Mary E. Lux, sole executrix of this my last will and testament, and it is my wish, and I do hereby request that she may not be compelled to give any bond or security as such executrix and that she may settle my estate in her own way, using her discretion in all matters not in conflict with any law of the State of Illinois.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal, this the 13th. day of August One Thousand Nine Hundred and Twenty.

Peter Lux (Seal)

WE, the undersigned, do hereby certify that we were present and saw the said Peter Lux sign his name to and execute the above and foregoing instrument on this, the 13th. day of August, A. D.1920, in our presence; that we at the request of the said Peter Lux, and in his presence and in the presence of each other, have hereunto attached our named as attesting witnesses to said will and to the signature of the said Peter Lux; that at the time of so signing and executing said instrument, the said Peter Lux stated and declared to us, and to each of us, that said instrument was his act and deed and was his last will and testament.

And we do hereby further certify that we believe that said Peter Lux at the time of so signing and executing said instrument was of sound and disposing mind and memory and under no constraint or restraint.

In Witness Whereof, we have hereunto attached our names on the day and date herein last above mentioned.

J. M. Shepherd.
E. G. Coon
A. R. Smith.

Filed for record Dec. 28, 1922.

Inheritance Tax

ACKNOWLEDGMENT

Of

Copy of Order of County Judge.

ESTATE OF

Peter Lamb

Deceased.

EXHIBIT

14

Filed this 18 day of

May A. D. 1923

J. B. Martin

County Clerk.

114

Form No. 220-52549

INHERITANCE — Acknowledgment of Attorney General to County Clerk. Under Sec. 11, Act of June 14, 1900, as Amended by Act of June 28, 1913.

In the Matter of the Estate of
PETER LUX
Deceased.

TRANSFER TAX.
NO.

Mr. J. B. Martin,

County Clerk of Moultrie County, Illinois.

Dear Sir:

I have on this day received a copy of an order of the County Judge entered in said county on the 15th day of May A. D. 19 23, fixing the Transfer tax in the estate of Peter Lux deceased, and certified to by you on the 15th day of May A. D. 19 23

Dated, Springfield, Illinois, this 16th day of May A. D. 1923

Edward J. Brundage
Attorney General.

IN THE MATTER OF THE

ESTATE OF

PETER LUX, DECEASED.

INHERITANCE TAX

JOHN E. JENNINGS, APPRAISER.

Certificate of County Clerk of Transmitting Certified Copy of Order of County Judge and Mailing Notice.—(218)—Under Sec. 11, Act of June 14, 1909, as amended by Act of June 28, 1913.

STATE OF ILLINOIS,
County of Moultrie } ss.

I, J.B. Martin County Clerk of said County, do hereby certify that on 15th day of May A. D. 19 23 and within five days after the filing of the order of the County Judge of said County, assessing and fixing Transfer tax in the estate of Peter Lux Deceased, I did make and transmit a certified copy of said order to the Attorney General and also to the County Treasurer of said County; and I did also, on the same day, give notice of the entry of said order by mail to:

NAME	ADDRESS
Mary E. Lux	Lovington, Illinois.
Harry Howard Harrison,	Lovington, Illinois.
Lyle Lux Harrison	Lovington, Illinois
Fay Lux Kinzel	Lovington, Illinois
Susan Myrtle Harriosn	Lovingtan, Illinois

being all parties known to be interested in such estate, and that said notice was in the form prescribed and furnished by the Attorney General.

J B Martin
County Clerk.

App. 254

C2017

Sullivan, Ill. May 21, 1923

In the County Court of Moultrie County, May Term, A. D. 1923.

In the Matter of the Transfer or Inheritance Tax.

Estate of Peter Lux.

Received the sum of $4.05 from John E. Jennings, appraiser in the above matter, the same being in full for my per diem and mileage as a witness in the above matter.

Frank H Foster

INHERITANCE TAX—Order Approving Appraiser's Report and Fixing Tax—(218)—Under Sec. 11, Act of June 14, 1909, as amended by Act of June 28, 1915. 880

STATE OF ILLINOIS, } ss.
County of Moultrie

Before the Hon. John T. Gider County Judge of said County.

In the Matter of the Estate of } TRANSFER TAX.
Peter Lutz Deceased. No

IT APPEARING from the report of John E. Jennings the Appraiser heretofore duly appointed to conduct an appraisement of all property appraisable by reason of the death of said decedent, under and pursuant to the statutes of this State relating to the taxation of gifts, legacies, inheritances, transfers, appointments and interests, this day presented and read; that said decedent died on the 16th day of December A. D. 1922 and that due notice of the time and place of said appraisement was duly given to all parties in interest; and it further appearing that the said Appraiser has appraised, at its fair cash market value, all property found appraisable under the laws of this State in such case made and provided,

IT IS THEREFORE ORDERED, That the said report of the appraisement, together with the recommendations for taxation and exemption made by said Appraiser, be and the same is hereby approved, and that the said report, together with the depositions of witnesses, exhibits, documentary evidence, statements and findings of said Appraiser be forthwith filed in the office of the County Clerk of said County; and

IT IS FURTHER ORDERED, Upon said report, that the cash value of the several successions, estates, annuities, gifts, transfers, appointments, interests, etc., subject to taxation or exemption by reason of the death of said decedent under the laws of this State and the tax to which the same are severally liable, be and the same are hereby assessed and fixed as follows:

Beneficiaries, Relationship, Estates and Description of Property	Appraised fair market value Dollars Cts.	Statutory exemption	Taxable cash value Dollars Cts.	Rate	Tax fixed Dollars Cts.
Mary E. Lutz	33151.19	20000	33151.19	2%	663.02
Harry Howard Harrison	24787.00	20000	4787.00	2%	95.74
Lyda Lutz Harrison	16429.10	20000	None	—	None
Fay Lutz [illegible]	16978.49	20000	None	—	None
Virgin Blythe Harrison	17048.19	20000	None	—	None
Total taxes assessed					$37938.19 758.76

2023

IT IS FURTHER ORDERED, That the appraisement returned by the Appraiser in his said report, together with the cash value of the several successions, estates, annuities, gifts, transfers, appointments, interests, etc., subject to taxation or exemption by reason of the death of said decedent, and the tax thereon as assessed and fixed herein, be entered in the public inheritance tax records of this County.

IT IS FURTHER ORDERED, That said Appraiser's compensation be and is hereby fixed at One Hundred. dollars, and his expense at Entry Fee + 2.00 = dollars.

I certify that the said Appraiser is entitled to the aforesaid compensation and expenses and the County Clerk of said County is entitled to five dollars fees to be paid by the County Treasurer of said County out of any moneys in his hands on account of said tax in said estate.

John S. Fridley
County Judge of said County.

INHERITANCE TAX.

ORDER APPROVING APPRAISER'S REPORT AND FIXING TAX.

ESTATE OF
Peter Kup
Deceased.

Filed this 13 day of May A. D. 1927
County Clerk.

Recorded in Probate Record on Page 93.

C2024

INHERITANCE TAX—APPLICATION TO APPOINT APPRAISER. Under Sec. 11, Act of June 16, 1915

In the County Court of ~~Champaign~~ MOULTRIE County, State of Illinois

IN THE MATTER OF THE ESTATE OF

Peter Lux
Deceased

} INHERITANCE OR SUCCESSION TAX

To the Honorable John T. Grider *Judge of said County Court:*

YOUR PETITIONER, Mary E. Lux

who is executrix and thereby interested in said Estate, respectfully represents unto your Honor as follows:

That the said decedent departed this life on the 16th day of December

A. D. ~~191~~ 1923 testate being a resident of the Village of Lovington,
(Testate or Intestate)

County of Moultrie, State of Illinois

That your Petitioner has reason to believe that the property of said decedent, or some portion thereof or interest therein, is subject to the payment of an Inheritance or Succession Tax.

That all persons interested in said Estate, and who are entitled to notice of all proceedings herein, and their Post Office address, so far as known to the undersigned, are as follows, viz:

NAME	ADDRESS
Mary E. Lux	Lovington, Illinois
Susan Myrtle Harrison	Lovington, Illinois
Harry Howard Harrison	303 North 4th St., Effingham, Illinois
Lyle Lux Harrison	711 East 42d Street Chicago, Illinois
Faye Kinzel Lux	Lovington, Illinois
The said Faye Kinzel Lux is a minor and the court should appoint a guardian ad litum to represent the interests of said Faye Kinzel Lux in said matter.	

WHEREFORE, Your Petitioner prays that you will appoint some competent person Appraiser, as provided by law.

STATE OF ILLINOIS, } ss.
~~Champaign~~ Moultrie COUNTY, }

Mary E. Lux

being duly sworn, deposes and says that the above statements are true, to the best of her knowledge and belief.

Mary E Lux

Subscribed and sworn to before me, this 27 day of April A. D. 1923

A. R. Smith

Notary Public.

C2025

INHERITANCE TAX—Warrant to Appraiser—(305)—Under Sec. 11, Act of June 14, 1909, as amended by Act of June 26, 1913. 820

COUNTY, STATE OF ILLINOIS.

In the Matter of the Estate of Peter Lunt | TRANSFER TAX. No.

To John E. Jennings

YOU ARE HEREBY APPOINTED APPRAISER, To fix the value of the property of said decedent which may be subject to the payment of Transfer tax and to that end you are directed to give notice forthwith, by mail, to all persons known to have or claim an interest in said property, including the Attorney General, and especially to

of the time when and place where you will appraise said property, such notice to be mailed to all such parties ten days before the time set for such appraisal. And at such time and place you will proceed to appraise such property at what was its fair cash market value at the time of the death of such decedent; and for that purpose you will take the evidence, under oath, reducing the same to writing, of such witnesses as may attend, concerning such property and the value thereof, and such other matters as are material to the fixing of said tax, and make due report of the same, in writing, without delay, to me as County Judge of said County, accompanying said report with this warrant, the depositions of the witnesses and other evidence received, your findings, statements and recommendations in the premises, including a statement under oath, showing the number of days actually and necessarily spent by you in making such appraisal, and your actual and necessary traveling expenses and disbursements, including witness fees paid by you.

WITNESS my hand, this 30 day of April A. D. 1923

John T. Taylor
County Judge of said County

OATH OF APPRAISER

I DO SOLEMNLY SWEAR that I will well and truly, without partiality or prejudice, value and appraise the property and the estate of Peter Lunt deceased, so far as the same shall come to my sight or knowledge; and that I will, in all respects, perform the duties of appraiser according to law, and under the orders of the County Judge, to the best of my ability.

John E. Jennings

Subscribed and sworn to before me, this 30 day of April A. D. 1923

[illegible]
County Clerk

C2026

INHERITANCE TAX.—Certificate of Mailing Notice of Appraisement—(209)—Under Sec. 11, Act of June 14, 1909, as amended by Act of June 28, 1913. 824

County Court Moultrie County, STATE OF ILLINOIS.

In the Matter of the Estate of

Peter Lux Deceased.

TRANSFER TAX.

No.

I, John E. Jennings do hereby certify that on the 30th day of April & May 1st A. D. 1923 I mailed to each of the following named persons, at his or her address mentioned below, to-wit:

NAME.	ADDRESS
Mary E. Lux	Lovington Illinois.
Oscar Nelson (State Treasurer)	Springfield, Illinois
Susan Myrtle Harrison	Lovington Illinois.
H. H. Hawkins (County Treasurer)	Sullivan, Illinois
Harry Howard Harrison	303 North 4th St. Effingham Illinois
Merrill Kehmhoff (States Attorney)	Sullivan, Illinois
Lyle Lux Harrison	812 East 42 St. Apt. 5 Chicago Illinois.
Faye Kinzel Lux	Lovington Illinois
C.H. Patterson Guar Ad Litem	Sullivan Illinois
Edward J Brundage Attorney General	Springfield Illinois

postage prepaid, notice as follows:

YOU WILL PLEASE TAKE NOTICE, That by virtue of my appointment as Appraiser in the above entitled matter, by the County Judge of said County, by order dated the 30th day of April A. D. 1923 and pursuant to the statutes providing for the collection of a Transfer tax by the State of Illinois, I will, on the 11th day of May A. D. 1923 at 1 o'clock P. M., at County Court Room Sullivan Illinois proceed to appraise, at its fair cash value, all the property of said decedent which is subject to the payment of a Transfer tax, and to take the depositions of such witnesses and hear such evidence as may be produced concerning said tax. And such of you as are minors, or under disability, are required to appear by guardian, and in case you have no guardian, the County Judge will appoint one to represent and act for you in these proceedings.

Dated at Sullivan this 30th day of April & May 1st A. D. 1923

Appraiser.

IN WITNESS WHEREOF, I have hereunto set my hand, this 11th day of May A. D. 1923

John E. Jennings

STATE OF ILLINOIS, } ss.
County of Moultrie }

John E. Jennings being duly sworn, deposes and says that the foregoing statements signed by him are true.

Subscribed and sworn to before me this 11th day of May A. D. 1923

S B Martin
County Clerk

C2027

STATE OF ILLINOIS } SS
MOULTRIE COUNTY }

IN COUNTY COURT IN PROBATE
MAY TERM, A. D. 1923.

IN THE MATTER OF THE ESTATE OF PETER LUX, DECEASED. } TRANSFER OR INHERITANCE TAX.

TO THE HONORABLE JOHN T. GRIDER, JUDGE OF THE COUNTY COURT OF SAID COUNTY:

REPORT OF INHERITANCE TAX APPRAISER JOHN E. JENNINGS.

The undersigned, John E. Jennings, Appraiser in said matter, appointed by an order and warrant of your Honor as County Judge of said Court, bearing date the 30th day of April, A. D. 1923, would respectfully report as follows:-

(1) That on the 30th day of April, A. D. 1923 he gave notice by mail to all persons known to have or claim any interest in the property of said estate, including Edward J. Brundage, Attorney General of the State of Illinois, Oscar Nelson, Treasurer of the State of Illinois, H. H. Hawkins, County Treasurer of Moultrie County, Illinois, at Sullivan, Illinois, Merrill F. Wehmhoff, States Attorney of Moultrie County, at Sullivan, Illinois, Mary E. Lux, Lovington, Illinois, Susan Myrtle Harrison, Lovington, Illinois, Harry Howard Harrison, Effingham, Illinois, Fay Kinzel Lux, Lovington, Illinois, C. R. Patterson, Guardian ad Litem for Faye Kinzel Lux, Sullivan, Illinois, of the time when and place where he would proceed to take the evidence and appraise said property, as will more fully appear from the certificate of mailing notice now on file in said Court.

FILED In the Office of the Clerk of the County Court of Moultrie County
MAY 15 1923
A. M. P. M.

C2028

(2) That on the 11th day of May, A. D. 1923, at the hour of one o'clock P. M. and thereafter from time to time, at the County Court room in the Court house in the City of Sullivan, County of Moultrie and State of Illinois, he proceeded to take the evidence and depositions of the several witnesses first being duly sworn and examined under oath, concerning said estate and the property to be appraised, and the fair, cash value thereof at the time of the death of said decedent, which evidence and depositions are hereto attached and made part of this report, as is also copies of the documentary evidence offered at said hearing.

(3) That there appeared at said hearing at the time and place designated in said notice, before the undersigned Appraiser, Homer Shepherd, Attorney for the estate of Peter Lux, deceased, and Mary E. Lux, Executrix of the last will and testament of Peter Lux, deceased, and Susan Myrtle Harrison, heir at law of Peter Lux, deceased, and C. R. Patterson, Guardian ad Litem for Faye Kinzel Lux.

(4) The Appraiser finds from the evidence that all of said persons interested in said estate as heirs at law, legatees or devisees are of full age and under no disability except Faye Kinzel Lux, who is a minor, and that this Court had heretofore appointed C. R. Patterson as Guardian ad Litem to represent the interests of said minor in said proceeding.

(5) The ~~Court~~ Appraiser further finds that Peter Lux departed this life testate on or about the 16th day of December, A. D. 1922; that the said Peter Lux was at the time of his death a resident of the Village of Lovington, County of Moultrie and State of Illinois, and that during his life time he has been once married, and that his widow now survives him. That her name is Mary E. Lux, being the same person as Mary E. Lux, the Executrix of his last will and testament. That there was born to said marriage three children, Newton Lux, Arthur W. Lux and Susan Myrtle Harrison. That the said

Newton Lux departed this life many years prior to the time of the death of Peter Lux, at the age of fourteen years; that he left him surviving no child or children or descendant of a deceased child or children. That Arthur W. Lux departed this life prior to the time of the death of Peter Lux, and left him surviving his child Faye Kinzel Lux as his only heir at law and next of kin. That the said Arthur W. Lux left him surviving no other child or children or descendants of a deceased child or children. That the said Peter Lux never adopted any child or children. That at the time of the death of the said Peter Lux he left him surviving as his ~~only~~ together heirs at law and next of kin his widow, Mary E. Lux, his daughter, Susan Myrtle Harrison, and his grandchild, Faye Kinzel Lux. Harry [redacted] Howard Harrison, Tyle Lux Harrison

(6) The undersigned Appraiser further finds that during the life time of the said Peter Lux, to-wit: on or about the 13th day of August, A. D. 1920 he made, published and declared his last will and testament, which said last will and testament was afterwards duly admitted to probate by an order of the County Court of Moultrie County, Illinois, on the 22d day of January, A. D. 1923, and is in words and figures as follows, to wit:-

I, Peter Lux, of the Village of Lovington, County of Moultrie, and State of Illinois, being of sound mind and memory, and considering the uncertainty of life, do hereby make, ordain, publish and declare this to be my last will and testament, and I do hereby revoke any and all other wills by me heretofore made and executed.

FIRST: I order and request that my executrix hereinafter named, pay, from the money or property of my estate, all of my just debts and funeral expenses and the costs of administration upon my estate.

SECOND: I give, devise and bequeath to my grandson Harry Howard Harrison, the sum of Three Thousand Dollars ($3000.00) to be paid to him by my executrix hereinafter named, in due course of administration upon my estate.

THIRD: After the payments provided for in the former paragraphs of this will are made, I give, devise and bequeath unto my wife, Mary E. Lux, her heirs and assigns forever, all the property, real , personal and mixed, and effects of every name and nature which I may die seized or possessed of, or may be entitled to at the time of my death.

LASTLY: I do hereby make, constitute and appoint my wife, Mary E. Lux, sole executrix of this my last will and testament, and it is my wish, and I do hereby request that she may not be compelled to give any bond or security as such executrix and that she may settle my estate in her own way, using her discretion in all matters not in conflict with any law of the State of Illinois.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal, this the 13th day of August, One Thousand Nine Hundred and Twenty

Peter Lux (SEAL.)

We, the undersigned, do hereby certify that we were present and saw the said Peter Lux sign his name to and execute the above and foregoing instrument on this, the 13th day of August, A. D. 1920, in our presence; that we at the request of the said Peter Lux, and in his presence and in the presence of each other, have hereunto attached our names as attesting witnesses to said will and to the signature of the said Peter Lux; that at the time of so signing and executing said instrument, the said Peter Lux stated and declared to us, and to each of us, that said instrument was his act and deed and was his last will and testament.

And we do hereby further certify that we believe that said Peter Lux at the time of so signing and executing said instrument was of sound and disposing mind and memory and under no constraint or restraint.

In Witness Whereof, we have hereunto attached our names on the day and date herein last above mentioned.

J. M. Shepherd

E. G. Coon

A. R. Smith

(7) That on the 22d day of January, A. D. 1923, the County Court of Moultrie County, Illinois did issue letters testamentary to Mary E. Lux as Executrix of the last will and testament of Peter Lux, deceased; that the said Mary E. Lux as Executrix of the last will and testament of Peter Lux, deceased, filed in the office of the Clerk of this Court the inventory of the estate of said Peter Lux, deceased, which inventory is in the words and figures as follows:

State of Illinois } ss
Moultrie County }

In the County Court
May Term, A.D.1923.

In the Matter of the estate of Peter Lux, Deceased. } Inventory.

REAL ESTATE.

Lot thirteen of County Clerk's Subdivision of Section 27-15-5, as appears of record in Plat Book B, at page 7 of the deed records of Moultrie County, Illinois, upon which is situated three tenant buildings.

Commencing at a point thirty (30) rods west of the center of section twenty seven, township fifteen, north range five east of the Third Principal Meridian, Moultrie County, Illinois, thence south eighteen rods, thence west eighteen and one fourth rods, thence north sixty feet, thence east eighteen and one fourth rods, thence south sixty feet to the place of beginning, being a part of the southwest quarter of section twenty seven, township fifteen, north range five east of the Third Principal Meridian, Moultrie County, Illinois, herein designated as Tract One, and situate in the boundaries of Lot 18 of County Clerk's Subdivision of Section 27-15-5 as appears of record in Plat Book "B" at page 7 of the Deed Records of Moultrie County, Illinois.

Also beginning at the northeast corner of lot one of A. Clore's plat or part of Lovington as shown by re-survey thereof in Volume A, of the City and Village Records on page thirty four, in the Recorder's office of Moultrie County, Illinois, and running thence north one hundred thirty four (134) feet, thence west two hundred seventy two feet and six inches, thence south one hundred thirty four (134) feet, thence east two hundred seventy two (272) feet and six inches to the place of beginning herein designated as Tract Number 2, and situate in the boundaries of Lot 18 of County Clerk's Subdivision of Section 27-15-5 as appears of record in Plat Book "B" at page 7 of the Deed Records of Moultrie County, Illinois.

Also beginning thirty two rods and thirteen links east and one hundred seventy three feet south of the southeast corner of the west one half of the northwest quarter of section twenty seven, township fifteen, north range five east of the Third Principal Meridian, thence west one hundred eighty nine feet and four inches,

(2) That on the 11th day of May, A. D. 1923, at the hour of one o'clock P. M. and thereafter from time to time, at the County Court room in the Court house in the City of Sullivan, County of Moultrie and State of Illinois, he proceeded to take the evidence and depositions of the several witnesses first being duly sworn and examined under oath, concerning said estate and the property tob be appraised, and the fair, cash value thereof at the time of the death of said decedent, which evidence and depositions are hereto attached and made part of this report, as is also copies of the documentary evidence offered at said hearing.

(3) That there appeared at said hearing at the time and place designated in said notice, before the undersigned Appraiser, Homer Shepherd, Attorney for the estate of Peter Lux, deceased, and Mary E. Lux, Executrix of the last will and testament of Peter Lux, deceased, and Susan Myrtle Harrison, heir at law of Peter Lux, deceased, and C. R. Patterson, Guardian ad Litem for Faye Kinzel Lux.

(4) The Appraiser finds from the evidence that all of said persons interested in said estate as heirs at law, legatees or devisees are of full age and under no disability except Faye Kinzel Lux, who is a minor, and that this Court had heretofore appointed C. R. Patterson as Guardian ad Litem to represent the interests of said minor in said proceeding.

(5) The appraiser further finds that Peter Lux departed this life testate on or about the 16th day of December, A. D. 1922; that the said Peter Lux was at the time of his death a resident of the Village of Lovington, County of Moultrie and State of Illinois, and that during his life time he has been once married, and that his widow now survives him. That her name is Mary E. Lux, being the same person as Mary E. Lux, the Executrix of his last will and testament. That there was born to said marriage three children, Newton Lux, Arthur W. Lux and Susan Myrtle Harrison. That the said

Newton Lux departed this life many years prior to the time of the death of Peter Lux, at the age of fourteen years; that he left him surviving no child or children or descendant of a deceased child or children. That Arthur W. Lux departed this life prior to the time of the death of Peter Lux, and left him surviving his child Faye Kinzel Lux as his only heir at law and next of kin. That the said Arthur W. Lux left him surviving no other child or children or descendants of a deceased child or children. That the said Peter Lux never adopted any child or children. That at the time of the death of the said Peter Lux he left him surviving as his ~~only~~ Together heirs at law and next of kin his widow, Mary E. Lux, his daughter, Susan Myrtle Harrison, and his grandchild, Faye Kinzel Lux. Harry [redacted] Howard Harrison, Tyle Lux Harrison

(6) The undersigned Appraiser further finds that during the life time of the said Peter Lux, to-wit: on or about the 13th day of August, A. D. 1920 he made, published and declared his last will and testament, which said last will and testament was afterwards duly admitted to probate by an order of the County Court of Moultrie County, Illinois, on the 22d day of January, A. D. 1923, and is in words and figures as follows, to wit:-

I, Peter Lux, of the Village of Lovington, County of Moultrie, and State of Illinois, being of sound mind and memory, and considering the uncertainty of life, do hereby make, ordain, publish and declare this to be my last will and testament, and I do hereby revoke any and all other wills by me heretofore made and executed.

FIRST: I order and request that my executrix hereinafter named, pay, from the money or property of my estate, all of my just debts and funeral expenses and the costs of administration upon my estate.

SECOND: I give, devise and bequeath to my grandson Harry Howard Harrison, the sum of Three Thousand Dollars ($3000.00) to be paid to him by my executrix hereinafter named, in due course of administration upon my estate.

THIRD: After the payments provided for in the former paragraphs of this will are made, I give, devise and bequeath unto my wife, Mary E. Lux, her heirs and assigns forever, all the property, real , personal and mixed, and effects of every name and nature which I may die seized or possessed of, or may be entitled to at the time of my death.

LASTLY: I do hereby make, constitute and appoint my wife, Mary E. Lux, sole executrix of this my last will and testament, and it is my wish, and I do hereby request that she may not be compelled to give any bond or security as such executrix and that she may settle my estate in her own way, using her discretion in all matters not in conflict with any law of the State of Illinois.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal, this the 10th day of August, One Thousand Nine Hundred and Twenty

Peter Lux (SEAL)

We, the undersigned, do hereby certify that we were present and saw the said Peter Lux sign his name to and execute the above and foregoing instrument on this, the 13th day of August, A. D. 1920, in our presence; that we at the request of the said Peter Lux, and in his presence and in the presence of each other, have hereunto attached our names as attesting witnesses to said will and to the signature of the said Peter Lux; that at the time of so signing and executing said instrument, the said Peter Lux stated and declared to us, and to each of us, that said instrument was his act and deed and was his last will and testament.

And we do hereby further certify that we believe that said Peter Lux at the time of so signing and executing said instrument was of sound and disposing mind and memory and under no constraint or restraint.

In Witness Whereof, we have hereunto attached our names on the day and date herein last above mentioned.

J. M. Shepherd

E. G. Coon

A. R. Smith

(7) That on the 22d day of January, A. D. 1923, the County Court of Moultrie County, Illinois did issue letters testamentary to Mary E Lux as Executrix of the last will and testament of Peter Lux, deceased; that the said Mary E. Lux as Executrix of the last will and testament of Peter Lux, deceased, filed in the office of the Clerk of this Court the inventory of the estate of said Peter Lux, deceased, which inventory is in the words and figures as follows:

State of Illinois } SS
Moultrie County }

In the County Court
May Term, A.D.1923.

In the Matter of the estate of Peter Lux, Deceased. } Inventory.

REAL ESTATE.

Lot thirteen of County Clerk's Subdivision of Section 27-15-5, as appears of record in Plat Book B, at page 7 of the deed records of Moultrie County, Illinois, upon which is situated three tenant buildings.

Commencing at a point thirty (30) rods west of the center of section twenty seven, township fifteen, north range five east of the Third Principal Meridian, Moultrie County, Illinois, thence south eighteen rods, thence west eighteen and one fourth rods, thence north sixty feet, thence east eighteen and one fourth rods, thence south sixty feet to the place of beginning, being a part of the southwest quarter of section twenty seven, township fifteen, north range five east of the Third Principal Meridian, Moultrie County, Illinois, herein designated as Tract One, and situate in the boundaries of Lot 18 of County Clerk's Subdivision of Section 27-15-5 as appears of record in Plat Book "B" at page 7 of the Deed Records of Moultrie County, Illinois.

Also beginning at the northeast corner of lot one of A. Clore's plat or part of Lovington as shown by re-survey thereof in Volume A, of the City and Village Records on page thirty four, in the Recorder's office of Moultrie County, Illinois, and running thence north one hundred thirty four (134) feet, thence west two hundred seventy two feet and six inches, thence south one hundred thirty four (134) feet, thence east two hundred seventy two (272) feet and six inches to the place of beginning herein designated as Tract Number 2, and situate in the boundaries of Lot 18 of County Clerk's Subdivision of Section 27-15-5 as appears of record in Plat Book "B" at page 7 of the Deed Records of Moultrie County, Illinois.

Also beginning thirty two rods and thirteen links east and one hundred seventy three feet south of the southeast corner of the west one half of the northwest quarter of section twenty seven, township fifteen, north range five east of the Third Principal Meridian, thence west one hundred eighty nine feet and four inches,

thence south two hundred forty five feet and eight inches, thence east one hundred eighty nine feet and four inches thence north two hundred forty five feet and eight inches to the place of beginning, situate in the county of Moultrie and state of Illinois herein designated as Tract Three, and situate in the boundaries of Lot 18 of County Clerk's Subdivision of Section 27-15-5 as appears of record in Plat Book "B" at page 7 of the Deed Records of Moultrie County, Illinois.

Said tracts one, two and three of Lot 18 as aforesaid being all of Lot 18 of the County Clerk's Subdivision of section 27-15-5 as appears of record in Plat Book B at page 7 of the Deed Records of Moultrie County, Illinois.

All of Edward Bell's addition to the town, now village of Lovington, Moultrie County, Illinois, as shown by plat thereof appearing in County Clerk's Subdivision of section 27-15-5, in Plat Book B, at page 7 of the office of the Recorder of Deeds of Moultrie County, Illinois, except the west seventy feet thereof, said land owned by decedent being described as commencing at the northwest corner of the intersection of State and County Streets in the Village of Lovington, Illinois, and running thence north two hundred and ten feet, thence west one hundred and six feet, thence south two hundred and ten feet, thence east one hundred and six feet to the place of beginning.

An undivided one half interest for the life of Peter Lux in and to the following described real estate: the northwest quarter of the northeast quarter of section thirty two; the south half of the northeast quarter of Section thirty two; the northeast quarter of the northeast quarter of section thirty two; and the north half of the southeast quarter of section thirty two; all in Township sixteen (16), North Range six (6) East of the Third Principal Meridian, in the County of Piatt and state of Illinois, except the right of way of Railroad.

A life interest for the life of Peter Lux in the southwest quarter of the northwest quarter of section twenty (20); the northeast quarter of the northeast quarter of section nineteen (19), Township fifteen (15) North, Range five (5) East of the Third Principal Meridian, in the county of Moultrie, state of Illinois.

A life estate, being for the life of the said Peter Lux, in and to the southwest quarter of section twenty three (23), in Township fifteen (15) North, Range five (5) East of the Third Principal Meridian, in Moultrie County, Illinois.

A life estate, being for the life of the said Peter Lux, in and to the southwest quarter of section twenty three (23), in Township fifteen (15) North, Range five (5) East of the Third Principal Meridian, in Moultrie County, Illinois.

The coal, gas, oil and mineral rights in the following described real estate: twenty eight and one quarter (28¼) acres off the east side of the south east quarter (SE¼) of the north west quarter (NW¼) of Section Twenty-two (22); twenty eight and one quarter (28¼) acres off the east side of the north east quarter (NE¼) of the south west quarter (SE¼) of Section twenty two (22); the east one half (E½) of the south east quarter (SE¼) of Section Twenty two (22); the south sixty (60) acres of the west half (W½) of the south east quarter (SE¼) of Section twenty two (22); the south west quarter (SW¼) of Section Twenty three (23); all in Township Fifteen (15) north, Range Five (5) east of the Third Principal Meridian, in Moultrie County, Illinois.

PERSONAL ESTATE.

Household and Kitchen Furniture.

The following Liberty Loan bonds registered in the name of Peter Lux:

	No. of Bond.	Value.
One Second Liberty Loan Bond	76360	$1000.00
One Second Liberty Loan Bond	76361	1000.00
One Second Liberty Loan Bond	76362	1000.00
One Second Liberty Loan Bond	62050	500.00
One Second Liberty Loan Bond	62051	500.00
One Second Liberty Loan Bond	338684	100.00
One Second Liberty Loan Bond	338685	100.00
One Second Liberty Loan Bond	338686	100.00
One Second Liberty Loan Bond	338687	100.00
One Third Liberty Loan Bond	212779	1000.00
One Third Liberty Loan Bond	212780	1000.00
One Third Liberty Loan Bond	930492	100.00
One Third Liberty Loan Bond	930493	100.00
One Third Liberty Loan Bond	930494	100.00
One Third Liberty Loan Bond	421419	50.00
One Fourth Liberty Loan Bond	1530856	100.00
One Fourth Liberty Loan Bond	321401	500.00
One Fourth Liberty Loan Bond	309836	1000.00
One Fourth Liberty Loan Bond	365974	1000.00
One Fourth Liberty Loan Bond	365975	1000.00
One Fourth Liberty Loan Bond	365976	1000.00
One Fourth Liberty Loan Bond	365977	1000.00
One Fourth Liberty Loan Bond	365978	1000.00
One Fourth Liberty Loan Bond	365979	1000.00
One Fourth Liberty Loan Bond	365980	1000.00
One Fourth Liberty Loan Bond	365981	1000.00
One Fourth Liberty Loan Bond	365982	1000.00
One Fourth Liberty Loan Bond	365983	1000.00
One Fourth Liberty Loan Bond	365984	1000.00
One Fourth Liberty Loan Bond	33457	5000.00

Amount to credit of decedent in First National Bank of Lexington, Illinois $116.00

Accounts due decedent:

William Leach, account for cash rent	25.00
Earl Foreman, account for cash rent	160.00
Joe Fair, account for cash rent	42.00
G. T. Leach, from sale of rent corn from Wightman land	184.25
Joe Fair, from sale of 720 bushel rent corn on land	462.72
Nolan Ennis, for corn	32.50
1934 bushel corn on Piatt County land 1	238.09

I do certify that the foregoing is a full and correct inventory of all the real and personal estate or the proceeds of the same, which was of Peter Lux, deceased, which has been committed to my superintendence and management or which has come to my hands, possession or knowledge, and that the notes and accounts above described are in quality of above indicated.

Dated this _____day of May, A. D. 1923.

_____
Executrix of the last will and testament of Peter Lux, deceased.

I do certify that the foregoing is a full and correct inventory of all the real and personal estate or the proceeds of the same, which was of Peter Lux, deceased, which has been committed to my superintendence and management or which has come to my hands, possession or knowledge, and that the notes and accounts above described are in qualify of above indicated.

Dated this 11th day of May, A. D. 1923.

Mary E. Lux

Executrix of the last will and
Testament of Peter Lux, deceased.

(8) The undersigned Appraiser further finds that during the life time of the said Peter Lux, to wit: on or about the 13th day of August, A. D. 1920, the said Peter Lux and the said Mary E. Lux made, executed and delivered to the said Fay Kinzel Lux their certain deed of conveyance for certain lands and properties therein described. That for convenience in making appraisement thereof the land described in said deed as the Northwest quarter (NW¼) of the Northeast quarter (NE¼) of Section Thirty two (32); the South half (S½) of the Northeast quarter (NE¼) of Section thirty two (32); the Northeast quarter (NE¼) of the Northeast quarter (NE¼) of Section thirty two (32), and the North half (N½) of the Southeast quarter (SE¼) of Section thirty two (32), all in Township Sixteen (16) North, Range Six (6) east of the third Principal Meridian, situated in the County of Piatt and State of Illinois, (except railroad right-of-way), is herein designated as the PIATT COUNTY farm. That that portion of the land described in said deed as the Southwest quarter (SW¼) of the Northwest quarter (NW¼) of Section Twenty (20), and the Northeast quarter (NE¼) of the Northeast quarter (NE¼) of Section Nineteen (19), all in Township Fifteen (15) North, Range five (5) east of the third Principal Meridian, situated in the County of Moultrie and State of Illinois, is for convenience herein designated as the WIGHTMAN land. That said deed was afterwards filed for record on the 21st day of October, A. D. 1920 in the office of the Recorder of Deeds of Moultrie County, Illinois, and appears of record in Volume 64 of Deeds, page 512, said deed being afterwards recorded in Piatt County, Illinois, and being in the words and figures as follows:-

The Grantors, Peter Lux and Mary E. Lux, husband and wife, Village of Lovington, County of Moultrie and state of Illinois, first reserving and excepting to each of them a life estate in the real estate hereinafter described, and for and in consideration of the sum of one dollar ($1.00) in hand paid, the receipt whereof is hereby acknowledged and in further consideration of love and affection, convey and warrant to their grand daughter Faye Kinzel Lux, subject to said life estates reserved, to have and to hold only for and during the term of her natural life, and at her death to the children born of her body, or their descendants, per stirpes, and in case the said Faye Kinzel Lux should die without leaving surviving her child or children, born of her body, or descendants of such, then the said real estate hereinafter described shall then become the absolute property, in fee simple of Harry Howard Harrison and Lyle Lux Harrison, share and share alike, provided however that in case either the said Harry Howard Harrison or Lyle Lux Harrison die prior to the time of the death of Faye Kinzel Lux, and the said Faye Kinzel Lux dies without leaving her surviving child or children born of her body, or descendants of such, and the said Harry Howard Harrison or Lyle Lux Harrison, who first depart this life leaving no bodily heirs him surviving, then and in that case, the survivor of the said Harry Howard Harrison or Lyle Lux Harrison, or his descendants, in case of his death, shall be entitled to the remainder in fee simple. per stirpes.

Said real estate to be conveyed being described as the northwest quarter (¼) of the northeast quarter (¼) of section thirty two (32); the south half of the northeast quarter (½) of section thirty two (32); the northeast quarter (¼) of the northeast quarter (¼) of section thirty two (32); and the north half (½) of the southeast quarter (¼) of section thirty two (32); all in Township sixteen (16) North, Range six (6) East of the Third Principal Meridian, situated in the county of Piatt in the state of Illinois, excepting railroad right of way; and also the southwest quarter (¼) of the northwest quarter (¼) of section twenty (20), and the northeast quarter (¼) of the northeast quarter (¼) of section nineteen (19), Township fifteen (15), North, Range five (5) East of the Third Principal Meridian, situated in the

C2045

county of Moultrie in the state of Illinois.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State,

Dated this the 13 day of August A. D. 1920.

Peter Lux (Seal)

Mary E. Lux (Seal)

State of Illinois)
Moultrie County,) ss.

I, J. M. Shepherd, a Notary Public, in and for said county in the state aforesaid, do hereby certify that Peter Lux and Mary E. Lux, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this 13th day of August A. D. 1920.

J. M. Shepherd,
Notary Public.

(Seal)

22066 Filed for record this 21st. day of October A. D. 1920, at 8.45 o'clock A. M. Nettie Bristow, Recorder, Recorded in Volume 64 of Deeds on page 512.

(9) That on the 13th day of August, A. D. 1920 said Peter Lux and Mary E. Lux, his wife, conveyed to their daughter, Susan Myrtle Harrison, for life, with remainder as therein set forth to her child Lyle Lux Harrison and his bodily heirs, that tract of real estate described as the East half (E½) of the Southeast quarter (SE¼) of Section twenty two (22) in Township Fifteen (15) North, Range Five (5) east of the third Principal Meridian in Moultrie County, Illinois, herein designated for convenience as the HARRISON tract; and the South sixty (60) acres of the West half (W½) of the Southeast quarter (SE¼) of Section Twenty two (22), all in Township Fifteen (15) North, Range Five (5) east of the third Principal Meridian, in Moultrie County, Illinois, is herein designated for convenience as the WOODBURY tract, which said deed was filed for record in the office of the Recorder of deeds of Moultrie County, Illinois on the 21st day of October, A. D. 1920, and appears of record in Volume 64 of Deeds on page 513 of said Moultrie County, Illinois records, and is in words and figures as follows, to wit:-

The Grantor, Peter Lux and Mary E. Lux, his wife, of the Village of Lovington, County of Moultrie and State of Illinois, first reserving and excepting the coal, gas, oil and mineral rights in said land and beneath the surface of the same and the right to convey the same, for and in consideration of one dollar in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of love and affection, convey and warrant to their daughter, Susan Myrtle Harrison, subject to said mineral rights reserved, to have and to hold only for and during the term of her, the said Susan Myrtle Harrison's natural life, and at her death, to Lyle Lux Harrison to hold only for and during the term of his natural life, and at the death of the said Lyle Lux Harrison to his child or children (bodily heirs), or their descendants, per stirpes, and in case the said Lyle Lux Harrison should die without leaving surviving him child or children of his blood, or descendants of such, that the said real estate hereinafter described shall then become the absolute property in fee simple, of Harry Howard Harrison.

Said real estate being described as the East half (E½) of the Southeast quarter (¼) of Section twenty two (22), and the South sixty (60) acres of the west half (W½) of the Southeast quarter (SE¼) of Section twenty two (22), all in Township Fifteen (15) North, Range five east of the third principal meridian, situated in the County of Moultrie in the State of Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

Dated this 13 day of August, A. D. 1920.

Peter Lux (Seal)

Mary E. Lux (Seal)

State of Illinois)
SS
County of Moultrie)

I, J. M. Shepherd, a Notary Public, in and for said county, in the state aforesaid, do hereby certify that Peter Lux and Mary E. Lux, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 13 day of August, A. D. 1920.

J. M. Shepherd

(Seal) Notary Public

22069 filed for record this 21st day of Oct. A. D. 1920 at 8:45 o'clock A. M.

Nettie Bristow, Recorder

Recorded in Volume 64 of Deeds on page 513.

(10) The Appraiser further finds that on the 13th day of August, A. D. 1920 the said Peter Lux and Mary E. Lux, his wife, conveyed to Susan Myrtle Harrison to have and to hold for and during the term of her natural life, and at her death to Lyle Lux Harrison for life and his bodily heirs, the real estate described as Twenty eight and one-fourth (28¼) acres off the east side of the Southeast quarter (SE¼) of the Northwest quarter (NW¼) of Section twenty two (22), and also twenty eight and one-fourth (28¼) acres off the east side of the Northeast quarter (NE¼) of the Southwest quarter (SW¼) of Section Twenty two (22), all in Township Fifteen (15) North, Range Five (5) east of the third Principal Meridian, in Moultrie County, Illinois, which said tract for convenience is designated herein as the SAM COCHRAN tract. That said last mentioned deed was filed for record in the office of the Recorder of Deeds of Moultrie County, Illinois on the 21st day of October, A. D. 1920, and recorded in Volume 64 of Deeds on page 514, in said Recorder's office, and is in words and figures as follows;-

The Grantor, Peter Lux and Mary E. Lux, his wife, of the Village of Lovington, County of Moultrie and state of Illinois, first reserving and excepting to the said Peter Lux and Mary E. Lux, his wife, a life estate in the real estate hereinafter described for and during the term of their respective lives, and also reserving the coal, gas, oil and mineral right in the land hereinafter described and beneath the surface of the same, and to the right to convey the same, and for and in consideration of one dollar and the conveyance to the grantor herein by Susan Myrtle Harrison, Ira Harrison, Harry Howard Harrison and Lyle Lux Harrison, of their undivided interest in the northeast quarter (¼) of the northeast quarter (¼); and the north half (½) of the southeast quarter (¼) of section thirty two (32), Township sixteen (16), North, Range six (6) East of the Third Principal Meridian, situated in Piatt County, state of Illinois, and for other good consideration convey and warrant to his daughter, Susan Myrtle Harrison, subject to said life estates and mineral rights reserved, to have and to hold only for and during the term of her natural life, and at her death to Lyle Lux Harrison to have and to hold only for and during the term of his natural life and at the death of the said Lyle Lux Harrison to his children by blood, or their descendants per stirpes, and in case the said Lyle Lux Harrison should die without leaving surviving him child or children (bodily heirs), or descendants of such, that the said real estate hereinafter described shall then become the absolute property, in fee simple. of Harry Howard Harrison.

Said real estate being described as 28¾ acres off the east side of the southeast quarter of the northwest quarter

of section twenty two (22), and also 28½ acres off the east side of the northeast quarter (¼) of the southwest quarter (¼) of section twenty two (22), all in township fifteen (15) North range five (5) East of the Third Principal Meridian, situated in the county of Moultrie in the state of Illinois.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this state.

Dated this 13 day of August A.D. 1920.

Peter Lux (Seal)

Mary E. Lux (Seal)

State of Illinois } SS
County of Moultrie. }

I, J. M. Shepherd, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Peter Lux and Mary E. Lux, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 13th day of August A.D.1920.

J. M. Shepherd,
Notary Public.

(Seal)

#22070 Filed for record this 21st day of October A.D.1920 at 8:45 o'clock A.M.

Nettie Bristow, Recorder

Recorded in volume 64 of Deeds on page 514.

(11) The undersigned Appraiser further finds that on the 13th day of August, A. D. 1920, the said Peter Lux and Mary E. Lux, his wife, reserving unto each of said grantors a life estate therein, conveyed to the grandsons, Harry Howard Harrison and Lyle Lux Harrison, subject to these life estates and the mineral rights reserved in said deed, to have and to hold only for and during the term of the natural life of their mother, Susan Myrtle Harrison, and after the death of the said Susan Myrtle Harrison to the said Harry Howard Harrison for his natural life, and at his death to the heirs of his body, with the remainder over to Lyle Lux Harrison in case of failure of issue that tract of real estate described as the Southwest quarter (SW¼) of Section Twenty three (23), in Township Fifteen (15) North, Range Five (5) east of the third Principal Meridian, in Moultrie County, Illinois, together with other land, which said tract is herein designated for convenience as the Bowers and Dolan tract, which land was the property of Mary E. Lux, and which said deed was filed for record on the 21st day of October, A. D. 1920 in the office of the Recorder of Deeds of Moultrie County, Illinois, and appears of record in Book 64 of deeds, at page 515, in said Moultrie County, Illinois records, and is in the words and figures as follows:-

The Grantors, Peter Lux and Mary E. Lux, husband and wife, of the Village of Lovington, County of Moultrie and State of Illinois, first reserving and excepting unto the said Peter Lux and Mary E. Lux, a life estate in the real estate hereinafter described, and further reserving unto the said Peter Lux and Mary E. Lux, the coal, gas, oil and mineral rights in the land hereinafter described, and beneath the surface of the same, and the right to convey the same, for and in consideration of one dollar in hand paid, receipt whereof is hereby acknowledged, and the further consideration of love and affection, convey and warrant to their grandsons Harry Howard Harrison and Lyle Lux Harrison, subject to said life estate and mineral rights reserved, to have and to hold only for and during the term of the life of their mother, Susan Myrtle Harrison, and after the death of the said Susan Myrtle Harrison, to the said Harry Howard Harrison to have and to hold in entirety for and during the term of his natural life, and at the death of the said Harry Howard Harrison to his children, (bodily heirs) or their descendants, per stirpes, and in case the said Harry Howard Harrison should die without leaving surviving him child or children (bodily heirs), or descendants of such, that the said real estate hereinafter described shall then become the absolute property in fee simple of Lyle Lux Harrison.

Said real estate being described as the Southwest quarter (SW¼) of Section twenty three (23) and lot eleven (11) being the northeast quarter (NE¼) of the Southwest quarter (SW¼) of Section Sixteen (16), all in Township Fifteen (15) North, Range five (5) east of the third Principal Meridian in Moultrie County, Illinois,
hereby releasing and waiving all rights under and by virtue of

the Homestead Exemption Laws of this State.

Dated this 13 day of August, A. D. 1920.

Peter Lux (Seal)
Mary E. Lux (Seal)

State of Illinois }
County of Moultrie } ss

I, J. M. Shepherd, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Peter Lux and Mary E. Lux, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 13day of August, A. D. 1920.

J. M. Shepherd,
(Seal) Notary Public

22071 Filed for record this 21st day of October, A. D. 1920 at 8:45 o'clock A. M.

Nettie Bristow, Recorder

Recorded in Volume 64 of Deeds pn page 515.

The undersigned Appraiser further finds that Mary E. Lux was prior to the time of the death of Peter Lux the owner of a life estate in an undivided one-half interest in the Piatt County farm; that Peter Lux never owned but a one-half interest in said Piatt County, Illinois land; that in and by said deed to said Piatt County land there was reserved to Mary E. Lux a life estate in the whole thereof. That in said deed for the WIGHTMAN land there was reserved to Mary E. Lux a life estate in the whole thereof, and that after the death of Mary E. Lux said deed conveyed to Faye Kinzel Lux the said Piatt County land and the Wightman land to have and to hold only for and during the term of her natural life and at her death to the children born of her body or their descendants, per stirpes, and in case the said Faye Kinzel Lux should die without leaving surviving her child or children born of her body or descendants of such that the said real estate described in the deed should become the absolute property in fee simple of Harry Howard Harrison and Lyle Lux Harrison; provided, however, that in case the said Harry Howard Harrison or Lyle Lux Harrison should die prior to the time of the death of Faye Kinzel Lux and the said Faye Kinzel Lux did not leave her surviving child or children born of her body or descendants of such, and the said Harry Howard Harrison or Lyle Lux Harrison who first depart this life leaving no bodily heirs him surviving, that then in that case the survivor of the said Harry Howard Harrison or Lyle Lux Harrison or his descendants in case of his death shall be entitled to the remainder in fee simple, per stirpes.

The undersigned Appraiser further finds that in and by said deed the tract herein designated as the SAM COCHRAN tract, Peter Lux and Mary E. Lux each reserved a life estate in said real estate for and during the term of their natural lives, and also reserved the coal, gas, oil and mineral rights in the said land

conveyed, and that by said deed they made conveyance to the Grantor therein, Susan Myrtle Harrison, subject to said life estates and mineral rights reserved, to have and to hold said Sam Cochran tract of land only for and during the term of her natural life, and at her death to Lyle Lux Harrison to have and to hold only for and during the term of his natural life, and at the death of the said Lyle Lux Harrison to his child or children by blood or their descendants, per stirpes, and in case the said Lyle Lux Harrison should die without leaving surviving him a child or children (or bodily heirs) or descendants of such, that the said Sam Cochran tract should become the absolute property in fee simple of Harry Howard Harrison.

The undersigned Appraiser further finds that in making conveyance of the lands herein designated as the Bower and Dolan tracts, Peter Lux and Mary E. Lux each reserved unto themselves for and during the term of their respective lives a life estate therein, reserving unto the said Peter Lux and Mary E. Lux the coal, gas, oil and mineral rights in said lands and beneath the surface of the same, and that in and by said conveyances, subject to said life estates said Grantors conveyed and warranted to the grandsons Harry Howard Harrison and Lyle Lux Harrison sadd tract known as the Bower and Dolan tract to have and to hold only for and during the term of the life of their mother, Susan Myrtle Harrison, and after the death of the said Susan Myrtle Harrison then to the said Harry Howard Harrison to have and to hold for and during the term of his natural life, and at the death of Harry Howard Harrison to his children (bodily heirs) or their descendants, per stirpes, and in case the said Harry Howard Harrison should die without leaving him surviving bodily heirs or descendants of such, that said last mentioned real estate should then become the absolute property in fee simple of Lyle Lux Harrison.

The undersigned Appraiser further finds that in making conveyance of said tract of real estate herein designated as the Harrison and Woodbury tracts said Peter Lux and Mary E. Lux reserved the coal, gas, oil and mineral rights in said land and beneath the surface of the same, and subject to said reservations conveyed the said Harrison and Woodbury tracts to Susan Myrtle Harrison to have and to hold only for and during the term of her natural life, and at the death of Susan Myrtle Harrison to Lyle Lux Harrison, to have and to hold only for and during the term of his natural life, and at the death of the said Lyle Lux Harrison to his child or children (bodily heirs) or their descendants, per stirpes, and in case the said Lyle Lux Harrison should die without leaving him surviving a child or children of his body or descendants of such, then the said real estate hereinabove described shall become the absolute property in fee of the said Harry Howard Harrison.

The undersigned Appraiser further finds that upon the date of the said will and deeds the said Peter Lux was seventy-three (73) years of age; that at the time of the death of the said Peter Lux the said Mary E. Lux was seventy one (71) years of age; that at the time of the death of the said Peter Lux the said Susan Myrtle Harrison was fifty (50) years of age; that at the time of the death of the said Peter Lux the said Lyle Lux Harrison was twenty four (24) years of age; that at the time of the death of the said Peter Lux the said Harry Howard Harrison was twenty-seven (27) years of age; that at the time of the death of the said Peter Lux the said Faye Kinzel Lux was fourteen (14) years of age.

That by reason of the fact that in the conveyances hereinabove set forth of the Bower and Dolan tract, the Piatt County land, the Wightman land, and the Sam Cochran land, in which the said grantor Peter Lux reserved unto himself a life estate, the beneficial interest passing to the said Grantees in the respective deeds is subject to an Inheritance or Succession tax as provided by

the Statute; that the deed for the Harrison tract and the Woodbury tract was made in contemplation of death by the said Peter Lux and that the same is subject to an Inheritance or Succession tax as provided for by the Statute.

The Appraiser further finds that according to Dr. Wigglesworth's tables of mortality showing in dollars and decimals of a dollar the value at every age of a life income of One Dollar received annually at the end of each year. Calculated from Dr. Wigglesworth's tables of mortality at the rate of five percent interest as shown on pages 957, 958 and 959 of Puterbaugh's Pleading and Practice, Sixth Edition, Chancery, 1916, the expectancy of Mary E. Lux, at the age of seventy one years is 6.539; the expectancy of Susan Myrtle Harrison at the age of fifty years, is 11.488; the expectancy of Faye Kinzel Lux at the age of fourteen years is 14.167; the expectancy of Lyle Lux Harrison at the age of twenty four years is 13.615; the expectancy of Harry Howard Harrison at the age of twenty seven years is 13.459.

The undersigned Appraiser further finds from said inventory that the tract of real estate designated as Tract 1, Lot Eighteen of County Clerk's subdivision of Section 27, Township Fifteen, Range five, as appears of record in Plat Book B at page 7 of the deed records of Moultrie County, Illinois is improved with a five room dwelling house which is about forty(40)years of age, and is not modern, and for convenience said last described tract is designated as the Million property. That Tract 2 of said Lot Eighteen is designated as the Krieder property; that Tract 3 of Lot Eighteen is designated as the Acreage tract; that the tract of land described in the inventory as 'All of Bell's Addition to the town (now Village) of Lovington, Moultrie County, Illinois, as shown by plat thereof appearing in County Clerk's subdivision in

Section 27--15--5, in Plat Book B, at page 7, in the office of the Recorder of Deeds of Moultrie County, Illinois, except the West Seventy (70) feet thereof, and being further described as commencing at the Northwest corner of the intersection of State and County Streets in the Village of Lovington, and running thence North two hundred teen feet, thence west one hundred six feet, thence South two hundred ten feet, thence East one hundred six feet to the place of beginning, and which is designated in this report as the Home Place, upon which is situated two dwelling houses, one being known as the East house and the other the West House.

The undersigned Appraiser further finds from the evidence and testimony of witnesses sworn and produced at said hearings that the clear, market value of the above described property on December 16, 1922, which was the date of the death of the said Peter Lux, is as follows, viz:-

Piatt County land ..	$21,275.00
Wightman land	14,800.00
Harrison land	13,562.50
Woodbury tract	9,487.50
Dolan and Bowers tract	27,387.50
Sam Cochran tract	9,887.50
Two houses at Home place	4,000.00
Million property	800.00
Krieder property	1,500.00
Tract 3 of Lot Eighteen	300.00
Three houses on Lot Thirteen of County Clerk's Subdivision of Section 27--15--5	2,400.00
Total value of real estate	$ 105,400.00

The undersigned Appraiser further finds that said Peter Lux died seized and possessed of personal property upon which the clear, market value is as follows:-

Liberty Loan bonds inventoried	$24,350.00
Accounts inventoried	227.00
Grain on hand, corn	1,917.56
Money in bank	116.00
Household and kitchen furniture	200.00
Total personal property	$26,810.56

The undersigned Appraiser further finds that from the said personal estate of said decedent there should be deducted the following funeral expenses and costs of administration and taxes, viz:-

Funeral expenses	$500.00
Head stone	45.00
Land taxes for year 1922	1065.00
Attorney fees in settlement of estate	1000.00
Clerk's fees in County Court and court costs	125.00
Federal estate tax estimated	1089.51
Total deductions	$ 3824.51

Leaving the net personal estate $22,986.05.

The undersigned Appraiser further finds that the beneficial interest passing to MARY E. LUX by reason of the death of Peter Lux is as follows:-

Home place	4,000.00
Million property	800.00
Krieder property	1,500.00
Tract 3 of Lot Eighteen	300.00
Lot Thirteen of County Clerk's Subdivision of Section 27--15--5	2,400.00
Net personal estate less debts and legacies	19,986.05
Value of life estate in Piatt County and Wightman land figured on Dr. Wigglesworth's mortality table	11,884.90
Value of life estate in Bowers and Dolan land, calculated on Dr. Wigglesworth's mortality table	9,022.81
Value of life estate in Sam Cochran tract, calculated on Dr. Wigglesworth's mortality table	3,257.43
Making the total beneficial interest passing to Mary E. Lux by reason of the death of Peter Lux	$ 53,151.19
From which there should be deducted her exemption	20,000.00
Leaving the balance subject to taxation of	$ 33,151.19
Which amount taxed at the rate of two percent (2%) makes a tax of	$663.02

The undersigned Appraiser further finds that after deducting the value of the life estate of Mary E. Lux from the value of the Piatt County and Wightman land, the value of the same is $24,190.10; from which there should be deducted the life estate of Faye Kinzel Lux, which calculated on the Dr. Wigglesworth's table of mortality hereinabove set forth amounts to $16,970.49. Less the exemption of $20,000.00, leaves no beneficial interest passing to Faye Kinzel Lux in excess of said exemption and no tax due from her. That the value of the remainder of said real estate, amounting to the sum of $7,219.61 should be charged for taxation purposes against the interests of Harry Howard Harrison.

The undersigned Appraiser further finds that the beneficial interest passing to Lyle Lux Harrison by reason of the death of Peter Lux is as follows:

Value of an undivided one-half interest in the Bowers and Dolan tracts during the life time of Susan Myrtle Harrison, after deducting the life estate of Mary E. Lux, all as calculated on Dr. Wigglesworth's tables of mortality	5,274.33
Value of life estate in Sam Cochran tract, after deducting the value of the life estate of Mary E. Lux, and after deducting the value of the life estate of Susan Myrtle Harrison, calculated on Dr. Wigglesworth's tables of mortality	1,920.94
Value of the life estate of Lyle Lux Harrison in the Harrison tract, after deducting the value of the life estate of Susan Myrtle Harrison therein, all as calculated on Dr. Wigglesworth's tables of mortality	3,929.42
Value of life estate in the Woodbury tract, after deducting the value of the life estate of Susan Myrtle Harrison, calculated on Dr. Wigglesworth's tables of mortality	2,748.18
Value of the remainder in the Bowers and Dolan tracts, after deducting therefrom the value of the life estate of Mary E. Lux, the estate for the term of the life of Susan Myrtle Harrison, and after deducting the value of the life estate of Harry Howard Harrison therein, all as calculated on Dr. Wigglesworth's tables of mortality	2,556.23
Making the total beneficial interest passing to Lyle Lux Harrison by reason of the death of Peter Lux	$16,429.10
From which there should be deducted the exemption of for Lyle Lux Harrison, grandson, leaving no tax to be assessed against said beneficial interest.	20,000.00

The undersigned Appraiser further finds that the beneficial interest passing to HARRY HOWARD HARRISON by reason of the death of Peter Lux, is as follows:-

Legacy provided for by will	$ 3,000.00
Fee in Piatt County and Wightman tracts after deducting the life estate of Mary E. Lux and the life estate of Faye Kinzel Lux, calculated on Dr. Wigglesworth's tables of mortality	7,219.54
One-half of the life estate during the life time of Susan Myrtle Harrison in the Bowers and Dolan land, after deducting the life estate of Mary E. Lux therein, all as calculated on Dr. Wigglesworth's tables of mortality	5,274.33
Value of remainder in Harrison tract, after deducting life estate of Mary E. Lux and the life estate of Lyle Lux Harrison, all as calculated on Dr. Wigglesworth's tables of mortality	1,842.78
Value of remainder in Woodbury tract, after deducting life estate of Susan Myrtle Harrison and life estate of Lyle Lux Harrison, all as calculated on Dr. Wigglesworth's tables of mortality	1,289.70
Value of life estateof Harry Howard Harrison in Bowers and Dolan tract, after deducting the life estate of Mary E. Lux, and the estate for the term of the life of Susan Myrtle Harrison, all as calculated on Dr. Wigglesworth's tables of mortality	5,259.79
Value of remainder in Sam Cochran tract, after deducting life estate of Mary E. Lux and Susan Myrtle Harrison, and the life estate of Lyle Lux Harrison, all as calculated on Dr. Wigglesworth's tables of mortality	900.86
Making the total beneficial interest passing by reason of the death of Peter Lux, to Harry Howard Harrison	$ 24,787.00
Less exemption of /.....	20,000.00
Leaving an estate passing to said Harry Howard Harrison, Grandson of decedent, subject to inheritance or transfer tax of	$ 4,787.00
Which taxed at the rate of two percent (2%) amounts to	$95.74

The undersigned Appraiser further finds that the beneficial interest passing to Susan Myrtle Harrison by reason of the death of Peter Lux is as follows:-

The life estate of Susan Myrtle Harrison in the Harrison tract calculated according to Dr. Wigglesworth's mortality tables	$7,790.30
The life estate of Susan Myrtle Harrison in the Woodbury tract, calculated according to Dr. Wigglesworth's tables of mortality	5,449.62
The life estate of Susan Myrtle Harrison in the Sam Cochran tract, calculated according to Dr. Wigglesworth's tables of mortality	3,808.27
Making the total beneficial interest passing to Susan Myrtle Harrison by reason of the death of Peter Lux	$.17,048.19
Which less the exemption of $20,000. to which the said Susan Myrtle Harrison is entitled as a child of Peter Lux	20,000.00

leaves no tax to be assessed against the beneficial interest in said estate passing to the said Susan Myrtle Harrison.

The undersigned Appraiser further finds that there is no market value for the coal, gas and mineral rights under said lands and therefore finds the same to be of no clear market value separately from the land, and certifies that in fixing the value of the lands the several witnesses included the value of the mineral rights under the same.

R E C A P I T U L A T I O N

Transfer Tax assessed against Mary E. Lux, widow of Peter Lux, deceased	$663.02
Transfer tax assessed against Harry Howard Harrison, grandson of Peter Lux, deceased	95.74
Transfer tax assessed against Lyle Lux Harrison, grandson of Peter Lux, deceased	None.
Transfer tax assessed against Susan Myrtle Harrison, daughter of Peter Lux, deceased	None
Transfer tax assessed against Faye Kinzel Lux, granddaughter of Peter Lux, deceased	None.
Total tax assessed against entire estate	$758.76

Expenses of Appraiser.

John E. Jennings, Appraiser's fees	$100.00
Services of Stenographer and for postage	50.00
Frank E. Foster, witness fees and mileage	4.05
Rodney Adkins, witness fees and mileage	4.05
George E. Foster, witness fees and mileage	4.05
W. J. Wilt, witness fees and mileage	4.05
Total expenses of appraiser	$ 166.20

All of which is respectfully submitted.

John E. Jennings
Appraiser.

Subscribed and sworn to before me
this 15th day of May A. D. 1923

J. B. Martin
County clerk

State of Illinois)
ss.
Moultrie County.)

In County Court.
May Term, A. D. 1923

In the Matter of the
Estate of Peter Lux,
Deceased.

Inheritance Tax.

Evidence taken in the above entitled cause before John E. Jenninge, Appraiser heretofore appointed to fix the inheritance tax in said estate; said evidence being taken at the county court room in the city of Sullivan, County of Moultrie and state of Illinois, on Monday the 14th. day of May A. D. 1923; said hearing having been continued from time to time.

Present: John E. Jenninge, Appraiser.

Homer Shepherd, Attorney for the estate of Peter Lux, deceased?

C. R. Patterson, Guardian Ad Litem;

Mary E. Lux widow of Peter Lux, deceased, and Mrs. Ira Harrison, daughter of Peter Lux , Deceased.

Frank H. Foster, being first duly sworn testified as follows:

By Mr. Shepherd:

Q You will state your name?

A Frank H. Foster.

Q Where do you live, Mr. Foster?

A Lovington.

Q How long have you lived in Lovington?

A About 53 years.

Q Are you a land owner in Lovington Township, Moultrie County, Illinois?

A Yes sir.

Q Are you acquainted with the location of lots and properties, which were owned by Peter Lux at the time of his death?

A Yes sir.

Q Take the piece of property diagonally across from the Livery Barn there, that piece of real estate, Mr. Foster consisting of a piece of ground which has a frontage of one hundred and six feet on State Street?

A Two houses.

Q And it extends back north from said State Street 210 feet, have you an opinion as to what was the fair cash value of that piece of property together with the two houses on December 16, 1923, at the time of the death of Peter Lux?

A Yes sir.

Q Take the east house, what in your opinion was that worth at that time?

A$ $3000.00.

Q Take the west house, what in your opinion was it worth at that time?

A $1000.00.

Q Now, Mr. Lux was also the owner of a tract of land which was situated in lot eighteen of County Clerk's sub division of section twenty seven, township fifteen north range five, as appears of record in Plat book B on page 7, of the deed records of Moultrie County, Illinois, which we know in Lovington as the Elmer

Million property, have you inspected that property lately?

A Yes sir.

Q That is a tract of land about sixty feet wide by some two hundred feet deep, have you an opinion as to what was the fair cash market value of that piece of property known as the Elmer Million property, which I described to you and designated on the inventory as Tract 1 of lot eighteen?

A Yes sir.

Q On December 16, 1922, at the time of the death of Peter Lux, what in your opinion was the fair cash market value of it, at that time?

A $750.00.

Q Now, there is a tract here designated on the inventory as Tract 2 of lot eighteen of County Clerk's Sub-Division, which is known as the Kryder property, not including the acreage tract on the west have you an opinion as to what was the fair cash value of that property on December 16, 1922, at the time of Mr. Lux' death?

A Yes sir.

Q What, in your opinion was the fair cash market value of it, at that time?

A $1500.

Q I will ask you, Mr. Foster, how old is that house?

A I know it is an old house moved there and re-modelled it is the Ferguson house.

Q About forty or fifty years old?

A Yes sir.

Q Now take the acreage tract which is immediately west of the Kryder property, have you an opinion as to the value of that acreage tract, which is described in the inventory as tract 3 on December 16, 1922 at the time of Mr. Lux' death?

A Yes sir.

Q What in your opinion was the value of that?

A $300.00.

Q What does that property consist of, Mr. Foster?

A A lot and grass or pasture.

Q About an acre of ground?

A Yes sir.

Q That acre of ground adjoins the Kryder property immediately on the west?

A Yes sir.

Q Now, Mr. Foster take the tract of real estate which is known and set forth in the inventory and designated as lot thirteen of County Clerk's Sub Division of section twenty seven, township fifteen, north range five, as appears of record in Plat Book B at page 7 of the deed records of Moultrie County, Illinois, it is the tract of land which lies north of the Peter Lux homestead there in the village, are you acquainted with the location of that tract of land?

A Yes sir.

Q How many different houses on that tract of land?

A Three.

Q What kind of houses are they?

A Three square houses and the other house a small house.

Q They are not modern?

A No, just cheap houses.

Q Been built several years, have they?

A Yes sir.

Q Now take lot thirteen with these three houses on it, have you an opinion as to the value of them on December 16, 1923, at the time of Mr. Lux' death?

A Yes sir.

Q What in your opinion was the fair cash value at that time?

A $2400.00.

Q Now, Mr. Lux, was also the owner at the time of his death of a life estate in the northwest quarter of the northeast quarter of section thirty v two, and the south half of the northeast quarter of section 32, and the northeast quarter of the northeast quarter of section thirty two, and the north half of the southeast quarter of section thirty two all in township sixteen, north, range six east of the Third Principal Meridian in Piatt County, Illinois, which has been described in the inventory in this estate, being the same piece of property that Peter Lux and Mary E. Lux conveyed by their deed bearing date April 13, A. D. 1920 to Fay Lux Kinzel Lux and which deed was filed for record in Volume 64 of deeds on page 513, of the Moultrie County, Illinois records and afterwards filed for record in Piatt County, Illinois, have you been upon that land, Mr. Foster?

A Yes sir.

Q How many acres are there in that entire tract of land?

A 240 acres with the river off.

Q And the ditch right of way?

A Yes sir, a ditch through it.

Q So it makes about 230 acres of land?

A Something like that.

Q Have you an opinion as to what the undivided one half interest of that land was worth on December 16th 1922?

A Yes sir.

Q What in your judgment was the value of that land, per acre at that time?

A $185.00

Q Now, if there were only $wo hundred and thirty acres of land in that farm and half of it belonged to Peter Lux, then you would believe that valued at $185.00 an acres on the hundred and fifteen acres of that land?

A Yes sir.

Q How about the improvements on that land?

A The improvements are not very good.

Q Are they old?

A Yes sir.

Q How about the tiling?

A Not much tiling.

Q Now, Mr. Foster, the railroad right of way on that tract takes out about four and one half acres, is that about right?

A Yes sir.

Q And the ditch cuts out about five acres?

A Yes sir.

Q So that would leave in that tract of two hundred and forty acres about two hundred and thirty acres of useable land.

A Yes sir.

Q Now, Mr. Foster, are you acquainted with the tract of real estate situated in Lovington Township, described as the southwest quarter of the northwest quarter of section twenty, and the northeast quarter of the northeast quarter of section nineteen, all in township fifteen, north range five east of the Third Principal Meridian in Moultrie County, Illinois, which Mr. Lux purchased from the Wightman estate?

A Yes sir.

Q How many acres are there in that tract?

A Eighty acres.

Q How about the improvements on that?

A Good barn and the house is an old house.

Q Have you an opinion as to what was the fair cash value of that tract of land known as the Wightman land on December 16, 1933, at the time of Mr. Lux's death?

A Yes sir.

Q What, in your opinion was the fair cash market value of it, at that time per acre?

A $185.00 per acre.

Q Prior to the time of Mr. Lux's death on or about August 13, 1930, he and his wife conveyed by their deed, which was afterwards recorded in Volume 64 of deeds on page 513, of the Moultrie County Illinois records, the following described real estate, the east half of the southeast quarter of section twenty

two, and the south sixty acres of the west half of the southeast quarter of section twenty two, all in township fifteen, north range five east of the Third principal meridian, in Moultrie County, Illinois, do you know the location of that land, Mr. Foster?

A Yes sir.

Q Have you been over and upon that land?

A Yes sir.

Q Take the tract of real estate described as the east half of the southeast quarter of section twenty two township fifteen, north range five east of the Third Principal Meridian, have you an opinion as to what was the value of that land, on December 16, 1922, te the Woodbury land?

A Yes sir.

Q How much per acre?

A $160.00.

Q This land, Mr. Foster, would be the land which was farmed by Ira Harrison, for several years prior to the time of the death of Peter Lux, and cut up by the railroad, and doesn't inolude the sixty acres of the Woodbury land, do you wish to change your valuation on that?

A Yes sir.

Q What in your opinion, would be the value of that land?

A $175.00.

Q $175.00 per acre.

A Yes sir.

Q Eighty acres of land, Mr. Foster is it cut up by the railroad.

A Yes sir.

Q There is two and a half acres cut off for the railroad?

A Yes sir.

Q That would make that tract about seventy seven and one half acres.

A Yes sir.

Q Now the tract of land which is just described to you and which I will describe as the sixty acres of the west half of the southeast quarter of section twenty two, township fifteen, north range five east of the Third Principal Meridian, which is known as the Woodbury farm?

A Yes sir.

Q Have you an opinon was to what was the fair cash value of that sixty acres of land on December 16, 1922, at the time of the death of Peter Lux?

A That is fifty six acres.

Q Yes sir, described here as sixty?

A $160.00 per acre.

Q Now, Mr. Foster, with the road way off of the Woodbury tract, how many acres in it?

A Fifty six acres.

Q Now, Mr. Foster the land that you own in Lovington Township is about a half mile east of this tract, that we are just describing?

A Three quarters.

Q Owned by George E. Foster your brother and you, out of your father's estate, and have owned for years the tract of land adjoining this sixty acres of land?

A Yes sir.

Q Now, I will ask you Mr. Foster, if you are acquainted with the location of the tract of land described as the southwest quarter of section twenty three, in Township fifteen, north, range five east of the Third Principal Meridian?

A Yes sir.

Q Have you an opinion as to what was the fair cash value of that tract of land on December 16, 1922, at the time of Peter Lux's death?

A Yes sir.

Q What in your opinion was that hundred and sixty acres of land worth per acre?

A $175.00.

Q Do you remember, Mr. Foster of the road way having been cut off of the hundred and sixty acres on the west?

A Yes sir.

Q How many acres was cut off of there?

A About three and one half acres.

Q So that makes that tract contain one hundred and fifty six and one half acres?

A Yes sir.

Q Are you also acquainted, Mr. Foster, with the location of the tract of land described as two tracts of land, each twenty eight and one fourth acres, off of the east side of the southeast quarter of the northwest quarter of section twenty two and also twenty eight and one fourth acres off of the east side of the northeast quarter of the southwest quarter of section twenty two, township fifteen, north range five east of the Third Principal Meridian.

The Sam Cochran land?

A Yes sir.

Q And containing fifty six and one half acres?

A Yes sir.

Q Have you an opinion as to what was the fair cash value of those two twenty eight and a quarter acre tracts of land on December 16, 1922?

A Yes sir.

Q What in your opinion was the fair cash value of them?

A $175.00.

Q Per acre?

A Yes sir.

Q Is there any improvements on that land, Mr. Foster?

A No sir.

Q Now in testifying as to the values of these several tracts of real estate which are located in Lovington Township, Moultrie County, Illinois, have you taken into consideration the coal, gas and mineral rights under the land.

A Yes sir.

NO CROSS EXAMINATION.

W. J. Wilt being first duly sworn testified as follows:

By Mr. Shepherd:

Q State your name to the record?

A W. J. Wilt.

Q Where do you reside?

A Lovington, Illinois.

Q For how long?

A Ever since 1904.

Q What is your age?

A About seventy.

Q Mr. Wilt, do you own real estate in Lovington and Dora Township, Moultrie County?

A Not Dora Township.

Q Are you acquainted with the location of that tract of real estate known as all of Bells Addition to the village of Lovington, Illinois, which is described in the inventory here as being all of Edward Bells addition to the town, now village of Lovington, Illinois except the west seventy feet thereof, and which was Mr. Lux' home place there in the Village?

A Yes sir.

Q That has a frontage of about 106 feet on State Street and 210 feet on County Street, with two dwelling houses, take the property with the east dwelling house, have you an opinon as to the fair cash market value of the property on December 16, 1922, at the time of the death of Peter Lux?

A Yes sir.

Q What in your opinion was the fair cash value of it at that time?

A About $3000.00.

Q The west house on those lots, have you an opinion as to what was the fair cash market value of it on December 16, 1922?

A Yes sir, $1000.00.

Q Take the property which is designated in the inventory as tract 1, lot eighteen and which is known as the Elmer Million property, being the property Mr. Lux acquired of Elmer Million, have you an opinion as to the fair cash market value of that property on December 16, 1922?

A Yes sir, I believe so, about $750.00.

Q The property which is described in the inventory as Tract 2, which is designated as tract 2, of lot eighteen of County Clerk's Sub division of section twenty seven township fifteen, north range five east of the Third P. M. and which we know up there as the Kryder property, have you an opinion as to the valuation of that property, the fair cash market value of that tract of real estate say on December 16, 1922, together with the improvements on it?

A Yes sir, I think so.

Q What in your opinion was the value of that piece of property designated as Tract 2.

A $1500.00.

Q Take the acreage tract adjoining it immediately on the west, and which is designated as tract 3, of lot eighteen on the inventory, have you an opinion as to what was the fair cash market value of that on December 16, 1922?

A Well, yes. It is pretty hard to get out back in there;

I think I rated it about $250.00, back in the back part, you know.

Q How much is there of that?

A I don't know exactly, something near an acre, it is a little longer one way than the other, it is called an acre.

Q Is it a part of the -

A It is like this here is a little house and here a big house and come back here and jogs across here is an alley, you can't get to it except by the alley.

Q Does it belong to, or a part of any other of the lands?

A Here is a little house and over here a grass spot it is used for pasture something like an acre, I don't know exactly.

Q The piece of property described as lot thirteen of County Clerk's sub division of section twenty seven township fifteen, north range five, that lies north of Mr. Lux' home place, there in the village, are you acquainted with the location of that?

A Yes sir.

Q Do you know how many dwelling houses on it?

A Yes sir, three.

Q Have you an opinion as to the value of that land and the dwelling houses, at the time of the death of Mr. Lux?

A Yes sir, I believe you want about the cash value of that;

Q Yes sir, about what it would bring, where one man wanted to buy and another one wanted to sell?

A I think the value of the three houses about $2400, abouto $800 a piece.

Q All three of them $2400.?

A Yes sir.

Q They are cheap houses?

A Yes sir, two square ones.

Q How much land with the three houses?

A I don't know three lots.

Q What is the size of the lots?

A Three houses and some open land on the north about 225 by 270 feet.

Q Those houses, the north two houses lie down in what we term low land?

A Yes sir, low land with square houses.

Q A ditch passes through the corner of the lots?

A Yes sir.

Q Now, Mr. Wilt, you have got a strip of land which adjoins these three houses and those lot, or lot thirteen immediately on the south, have n't you?

A Yes sir.

Q How long have you owned that stip of land in there?

A Since 1904.

Q How large a strip of land?

A Six rods by twenty, about an acre.

Q Now, Mr. Wilt, I want to ask you if you have ever been upon the land described in the inventory in which Peter Lux had a life estate and undivided one half interest in the life estate described as the northwest quarter of the northeast quarter of section thirty two; the south half of the northeast quarter

is the eighty acres of land upon which Ira Harrison lived, describe that eighty acres?

A Yes sir.

Q Is that land cut by the railroad?

A Yes sir.

Q About how many acres does the railroad cut off?

A I couldn't tell you.

Q As much as two and a half acres?

A I think so.

Q What is that seventy seven and one half acres of land worth or what was the fair cash market value of it on December 16, 1922 at the time of the death of Peter Lux?

A Well from the way some other land sold there I think $175.00 an acre.

Q You think that would be the fair cash market value for a person wanting to buy and another one wanting to sell?

A Yes sir.

Q Are you acquainted with the location of the tract of land described as the south sixty acres of the west half of the southeast quarter of section twenty two township fifteen, north range five?

A I don't know exactly by the description, on the west side of the road?

Q Yes, known as the Woodbury land?

A Yes sir.

Q Have you an opinion as to the fair cash value of that land on December 16, 1922?

A I think if you got $160.00 a acre, it would be pretty good.

Q You think that would be the fair cash value for the land, if the owner wanted to sell and some one wanted to buy?

A Yes sir.

Q What is the matter with it, it is only worth $160.?

A It dips this way, thin land and has a ditch through it, and poor land. It isn't black land.

Q It was timber at one time?

A Yes sir.

Q The tract of land, which you know as the Bowers eighty described in the inventory as the southwest quarter of section twenty three, township fifteen, north range five which is known as the Bowers and Dolan eighties?

A Yes sir.

Q Have you an opinion as to what the fair cash market value of those two tracts of land were at the time of the death of Peter Lux, on December 16, 1923.

A Well, I would put that something like $175.00.

Q $175.00 an acre?

A Yes sir, I don't think best to put it too high or too low.

Q You think, that is your opinion of the fair cash market value of the quarter section of land, or was at that time, if the owner wanted to sell it and some one wanted to buy it?

A Yes sir.

Q Do you know about the improvements on that?

A I don't know much about that, I just saw that and didn't pay any particular attention.

Q Now then there are twenty eight and a quarter acres of land described as twenty eight and a quarter acres off of the east side of the southeast quarter of the southwest quarter of section twenty two, and also twenty eight and a quarter acres off of the west side of the northwest quarter of the southwest quarter of section twenty two, township fifteen, north range five East of the Third Principal Meridian, containing fifty six and one half acres of land, known as the Sam Cochran land?

A Yes sir, notth of Byron Cheever land.

Q Yes sir, have you an opinion as to the fair cash value of that land say on December 16, 1922?

A Well, considering the way the Cheever land sold by the side of it, about $170.00 an acre he got one hundred and sixty some dollars for the Cheever land, I consider that land better than the Cheever land, some, and I guess worth a little more than that.

Q That would be your opinion as to the fair cash market value of it if some one wanted to buy and some one wanted to sell it?

A Yes sir.

Q In testifying concerning the values of the several farm values you have taken into consideration in arriving at your opinion , as to the valuation, the improvements on the land, the quality and character of the soil, and everything that goes to make up good farm lands?

CROSS EXAMINATION.

By Mr. Jennings:

Q The buildings on the tracts of land that you testified ab about are all frame houses, are they?

A Yes sir, all frame as far as I know.

Q How long have they been built?

A Some a long while I couldn't tell as to that.

Q Some forty or fifty years?

A Yes sir, some over fifty years, I guess, are they Mrs. Lux.

Q Are any of them built recently?

A No Mr. Lux built the last I know of him building just north of me there in town, they are those square houses with four small rooms.

Q Those are the onles valued at $2400.00?

A Yes sir.

Q How long have they been built?

A I don't know ever since I have been in town, they are miner shacks.

Q Fifteen years.

A Longer, something like eighteen.

Q Those you call square houses are tenant houses for coal miners there?

A Yes sir, all occupied by coal miners.

Q Except the home?

A Yes sir.

Q The buildings on the farms are all good but been built a good many years?

A Yes sir.

Q Are there any waste lands on the farms?

A There are some, you take the eighty acres at Uhrich cut into by the road and then the land they call the Woodbury land has a road through, it and a ditch and that is abig ditch.

Q There are no ponds or swamps in any of it?

A I think not.

Q No timber land?

A No.

Q All subject to cultivation, except the right of way of the railroads and the ditches?

A Yes sir, the farm in Piatt County would be a good farm if well tiled out, but I find it pretty wet and needed tiling, and need them pretty bad, Mr. Lux told me a couple of years ago, that they had tc plant the corn over, it has an open ditch through it it could be made one of the finest farms in that way.

Q You have taken all these things into consideration in fixing the values?

A Yes sir.

George E. Foster being first duly sworn testified as follows.

By Mr. Shepherd.

Q Mr. Foster state your name to the record?

A George E. Foster.

Q Where do you live?

A Lovington.

Q What is your age?

A 63 years old.

Q How long have you lived there?

A All my life.

Q Are you acquainted with the location there of the Peter Lux homestead?

A Yes sir.

Q In the village of Lovington, described in the inventory as all of Bells addition to the town now village of Lovington, except the west seventy feet thereof, and being a plat of ground with frontage of 106 feet on State Street and 210 feet on County Street?

A Yes sir.

Q Two dwelling houses situated on the plat of ground?

A Yes sir.

Q Take the east dwelling, which was the residence occupied by Mr. Lux at the time of his death, are you acquainted with the fair cash value of that property on December 16, 1922, at the time of Mr. Lux' death?

A Yes sir.

Q What in your opinion was the fair cash value of it?

A I think about $3000.00

Q Now the piece of property adjoining on the west, have you an opinion as to the fair cash value of that?

A That is among the oldest houses in the town, I think $1000.00.

Q As a matter of fact how old?

A It is too old for me, I don't know, one of the oldest houses in town.

Q In your opinion that house has been there sixty years

A Yes sir.

Q Do you remember when it stood on the corner and was moved there?

A Yes sir.

Q About how long ago?

A I couldn't say, quite a while, eighteen or twenty years, I guess, I couldn't say exactly when moved.

Q Now, are you acquainted with the location of that tract of real estate together with the improvements thereon, which is designated in the inventory here as tract one, of lot eighteen of the County Clerk's Sub division of section 27-15-5

A Next to -

Q That is the tract of real estate which Mr. Lux purchased of Elmer Million?

A Yes sir.

Q Now taking into consideration the kind of house situated on that tract, the age of it and everything that would go to make up the value of that piece of property, have you an opinion as to the fair cash value of that tract of real estate on December 16, 1922, at the time of Peter Lux' death, if the owner

wishes to sell and some body wished to buy?

A Yes sir.

Q What was that value in your opinion?

A $800.

Q Now the tract of real estate described in the inventory dr designated in the inventory as tract two of lot eighteen of County Clerks sub division, which is known as the Kryder property, are you acquainted with that piece of property?

A Yes sir.

Q How long have you known that, George?

A I have known that property all my life, that land in there, it is a building moved there and in pretty bad shape, I can tell you that.

Q Have you an opinion as to the fair cash value of that piece of property at the time of the death of Peter Lux?

A Yes sir.

Q What in your opinion was the fair cash value of that?

A $1900.00

Q There is a tract described as tract three of lot eighteen of County Clerks subdivision of 27 -15-5 which is the acreage tract west of the Kryder tract have you an opinion as to the fair cash value of that tract on December 16, 1922?

A Yes sir.

Q What in your opinion was the fair cash value of that tract?

A $300.00n I think.

Q Now, the tract of real estate described in the inventory and situated in Piatt County, Illinois,

Have you been upon that land, Mr. Foster?

A Yes sir.

Q Do you know about the drainage and quality of the land and the improvements on it?

A Yes sir.

Q What about the improvements on it?

A Very poor.

Q What about the drainage?

A The drainage is poor, the man living there this year said he had to re-plant his corn last year.

Q Is there a big open ditch?

A Yes sir, runs north and south, big open ditch.

Q Have you an idea of how much farm land the railroad and dicth cuts off the land?

A I couldn't say.

Q Would you say eight or ten acres?

A I expect.

Q Taking into consideration the quality of the land, the location, tiling, improvements and everything that goes to make up the value of the farm, what in your opinion was the fair cash market value per acre of that tract of land, on December 18, 1922?

A $185.00 I think at that time.

Q Now, Mr. Foster are you acquainted with the location of the tract of land described in the inventory as the southwest quarter of the northwest quarter of section twenty, and the northeast quarter of the northeast quarter of section nineteen, township fifteen, north range five east of the Third Principal Meridian, in Moultrie County, Illinois, which you know as the Wightman land?

A Yes sir.

Q Do you know about the improvements on that?

A Yes sir, improvements just fair.

Q Does that lay in one or two tracts?

A Forty in one tract and hundred and twenty in another.

Q Do they join or corner?

A Corner.

Q Have you an opinion, taking into consideration the character of the land, the tiling and quality of the land, as to what was the fair cash value of that tract of real estate on December 16, 1922, if the owner wishes to sell and some body wishes to buy it?

A $185.00.

Q $185.00 an acre.

A Yes sir.

Q Now then are you acquainted with the location of that tract of land being the east half of the southeast quarter of section twenty two, in township fifteen, north range five east of the Third Principal Meridian, which is known as the Ira Harrison place?

A Yes sir.

Q Is that tract of land cut by the railroad?

A A little corner out off of that where the house is, maybe five acres, something like that in one corner.

Q Does that cut a couple of acres out of the eighty?

A The railroad cuts across there, cuts a corner off of the land, off of the eighty.

Q Now, do you know about the improvements on that land?

A Only fair.

Q About how long have they been there, George?

A About thirty or thirty five years or maybe longer, maybe forty years.

Q The improvements were moved there?

A Yes sir.

Q What about the barn, is it a pretty fair barn?

A No, the improvements all around are only medium, not the average, just medium.

Q Taking into consideration the improvements on this land, and the fact that it is out into by the railroad and the general quality of the soil and the drainage and everything, that makes up the value of the farm, what in your opinion was the fair cash value of it on December 16, 1932?

A About $175.00.

Q Now the tract of land which is described as the south sixty acres of the west half of the southeast quarter, and known in that community as the Myrtle Woodburg land, so you know about that farm?

A Yes sir.

Q Any improvements on it?

A No.

Q Is there an open ditch on it?

A Ditch runs through there.

Q What about the quality of the soil?

A The south part is fairly good.

Q Was that in timber at that time?

A Yes sir.

Q Is it light land?

A The north part light and the south part dark.

Q Taking into considertion the tiling and the general

character of the land and the quality. heve you an opinion as to the fair cash market value of that tract on December 16, 1922?

A I would place that at about $170.00 an acre.

Q Now, then are you acquainted with the location of the tract of land known up there as the Bower and Dolan eighty, the southwest quarter of section twenty three in tosnhip fifteen, north range five east of the Third Principal Meridian?

A Yes sir.

Q Do you know about the improvements there on the Bowers eighty?

A I have been there, yes sir.

Q Do you know in a general way about the drainage on that land?

A No sir, fair, it is fairly good.

Q Have you an opinion as to the fair cash market value of that land on December 16, 1922, where a person would want to sell and some body also wanted to buy?

A Yes sir.

Q What in your opinion was the value of it?

A $175.00.

Q Now, Mr. Foster, are you acquainted with the land,

w which you probably knew as the Sam Cochran land, twenty eight and a quarter acres off of the east side of the southeast quarter of the northwest quarter of section twenty two, and also twenty eight and a quarter acres off of the east side of the northeast quarter of the southwest quarter of section twenty two, in township fifteen, north range five east of

od the Third Principal Meridian, in Moultrie County Illinois?

A Yes sir.

Q Is there any improvements on that farm?

A No sir.

Q Is there any open ditch on it?

A No, I think the railroad cuts off a corner, the southeast corner of that place, cuts off a piece of land.

Q Does that adjoin the Cheever estate?

A On the north of the Cheever land.

Q Has the Cheever land been sold lately?

A Yes sir.

Q About what time?

A I couldn't say, not very long, in the last two or three months.

Q Any improvements on this property?

A No sir.

Q Do you know the drainage on it?

A Yes sir.

Q What about the drainage?

A Only fairly good, subject to over flow.

Q Mr. Foster, taking into consideration the quality o the land, the drainage, have you an opinion as to the fair cash market value of the land on December 16, 1922, where one person wanted to sell and another wanted to buy?

A $170.00.

Q Now, in fixing the value of these several tracts of real estate, have you taken into consideration the

coal rights under the land?

A Yes sir, I have.

Q You have included that, or what would you think would be the reasonable value of the coal rights in the prices you fixed upon the land?

A Yes sir, I included that, just as the land stands today.

Q As a matter of fact the coal right isn't developed and isn't worth much?

A It isn't selling very high now.

Q Do you know of any selling at all?

A No.

Q There is a tract of land described in the inventory as lot thirteen of County Clerk's subdivision of section 27-15-5, as appears in Plat Book B, at page 7 in the office of the recorder of deeds of Moultrie county, Illinois, do you know the location of that tract of land?

A Yes sir.

Q Do you know about the improvements on it?

A Yes sir.

Q What do the improvements consist of?

A Three small buildings.

Q Do you remember about when these were built?

A I couldn't say.

Q Are they what we call cheap houses, modern or good houses?

A Cheap houses to rent, poorly located, close to the Vandalia Railroad, and the coal mine, and the street runs only to the railroad.

Q Have you an opinion as to the value of the land, th lot of ground and three houses, on December 16, 1922?

A Yes sir.

Q What, in your opinion, was the fair cash value of them if one wanted to sell and another wanted to buy?

A $2400.00

Rodney Adkins, being first duly sworn testified as follows:

By Mr. Shepherd:

Q State your name?

A Rodney Adkins.

Q Where do you reside?

A Little southwest of Lovington.

Q Are you acquainted with the values of residence properties in Lovington and farm lands adjoining Lovington and vicinity, on December 16, 1922?

A Yes sir.

Q Take the piece of property described in this inventory here as all of Bell's addition to the town now village of Lovington, Moultrie County, Illinois except west seventy feet thereof, and which is a tract of land 106 feet frontage on State Street and 210 feet on County Street, and two dwelling, the east one being the Peter Lux Homestead, and have you an opinion, as to the fair cash market value of the

east dwelling on December 16, 1922?

A Yes sir.

Q What in your opinion was the fair value of it?

A I think about $3200.00.

Q Take the piece of property adjoining on the west, what in your opinion was the fair cash market value of it, at that time?

A About $1000.00.

Q Now, are you acquainted with the piece of groind described as lot thirteen of County Clerk's subdivision of section 27-15-5, as inventoried, upon which is located three houses, over north of the Lux place?

A Yes sir.

Q Do you know about these houses in a general way?

A Two are square four room houses and the other one a small house.

Q Are they tenant houses?

A Yes sir.

Q Modern?

A No sir, I don't think any water there.

Q Have you an opinion as to the fair cash market value of the lots and three houses at the time of Mr. Lux' death?

A Yes sir, about.

Q What was it?

A About $800 a piece or $2400.

Q That included the houses and the ground?

A Yes sir.

Q Take the tract of real estate designated in the

inventory as tract 1 of lot eighteen of county clerk's sub division of 27-15-6 being the Elmer Million place there, do you know about the improvements on that?

A Yes sir.

Q What in your opinion was the fair cash value of that house and tract of land at the time of Mr. Lux' death?

A $850.00 I think.

Q Now, the property designated in the inventory as Tract two, of lot eighteen, are you acquainted with the location of that property?

A Yes sir.

Q Do you know about the improvements on it?

A Yes sir.

Q Have you an opinion as to the fair market value of that property on December 16, 1922?

A Yes sir.

Q What in your opinion was the fair cash value of it?

A $1500.00.

Q The property designated in the inventory as tract three of lot eighteen have you an opinion as to the fair cash market value of that on December 16, 1922?

A Yes sir.

Q What in your opinion was the fair cash market value of that?

A $850.00.

Q That was in your opinion what it was worth on December 16, 1922?

A Yes sir.

Q Now, the Piatt County land, described in the inventory,

have you been on that land?

A Yes sir.

Q Have you an opinion as to what that land was worth on December 16, 1923?

A Yes sir.

Q Do you know about the drainage and improvements on that land?

A I don't know about the drainage, I know a large dredge ditch and improvements poor, fairly good crib, house and barn poor.

Q Take into consideration the improvement, the houses and everything, that goes to make up the farm, the value of the farm, what in your opinion was the fair cash value of the farm per acre on December 16, 1923?

A $185.00.

Q There is a tract of land described here in the inventory as the southwest quarter of the northwest quarter of section twenty, the northeast quarter of the northeast quarter of section nineteen, township fifteen, north range five east of the Third Principal Meridian, Moultrie County, Illinois, which you know as the Wightman land, do you know about that land?

A Yes sir.

Q Does it lay pretty well together.

A No divided.

Q Does it join or corner?

A Corners.

Q Do you know about the improvements on it?

A Yes sir.

Q And the drainage?

A Yes sir.

Q And the quality of the soil?

A Yes sir.

Q Taking everything into consideration, which goes to make up the value of the tract of land, what in your opinion was the fair cash market value of the tractm when one party wants to sell and another wants to buy on December 16, 1922?

A $185.00

" The tract of land described as the east half of the southeast quarter of section twenty two in township fifteen north range five east of the Third Principal Meridian, in Moultrie County, Illinois, which is the eighty acres occupied by Ira Harrison for quite a number of years, have you ever seen that land?

A Yes sir.

Q Do you know about the improvements on it?

A Yes sir.

Q Do you know about the general character of the land?

A Yes sir.

Q Is it cut by the railroad or not?

A A small strip off of the northeast corner, four or five acres of pasture land.

Q Taking into consideration the quality of the soil, the drainage and the improvements, have you an opinion as to the fair cash market value of that tract of real estate on December 16, 1922?

A Yes sir.

Q What in your opinion was that value?

A $175.00.

Q There is a tract of real estate described as the south sixty acres of the west half of the southeast quarter of section twenty two, township fifteen, north range five Moultrie County, Illinois, which is known as the Woodburg land?

A That lies west of the road?

Q Yes, have you ever been on that land?

A Yes sir.

Q Do you know about the drainage?

A Only the open ditch on one end.

Q Any improvements cut side of fencing?

A No sir.

Q Have you an opinion as to the fair cash value of the land in December 16, 1922?

A Yes sir.

Q What in your opinion was the fair cash market value per acre, at that time?

A $165.00.

Q Are you acquainted with the location of the tract of land, testified about here, known as the Bowers and Dolan hundred and sixty acres?

A Yes sir.

Q Do you know about the improvements, tiling and etc?

A Yes sir.

Q What, in your opinion was the fair cash market value of that land on December 16, 1922?

A $175.00.

Q Per acre?

A Yes sir.

Q There is two tracts of land known as Sam Cochran farm, described in the inventory as twenty

eight and a quarter acres off of the east side of the southeast quarter of the northwest quarter of section twenty two and also twenty eight and a quarter acres off of the east side of the northeast quarter of the southwest quarter of section twenty two, township fifteen, north range five east of the Third Principal Meridian, in Moultrie County, Illinois is that improved land or not?

A No improvements on it.

Q How far does that lie from the Cheevers land?

A Joins on the north.

Q Do you know about the character of the soil and the drainage on the farm?

A Yes sir.

Q Have you an opinion as to the fair cash value of the land on December 16, 1922?

A Yes sir.

Q What in your opinion was the value of that land on that date?

A I think the best land they had up there about $180.00?

Counsel for the estate offered in evidence, the inventory showing that decedent was possession of $24,350.00 in Liberty Bonds; that the total value of accounts due decedent for cash rent, $227.00; for all corn on hand at 64 cents per bushel $1917.56 Cash in Bank $116.00.

Mary E. Lux being first duly sworn testified as follows:

By Mr. Shepherd:

Q State your name?

A Mary Elizabeth Lux.

Q You are the widow of Peter Lux?

A Yes sir.

Q When did Mr. Lux die?

A 16th. day of December, 1922.

Q How old was he at the time of his death?

A 76, he was 76 in August before he died in December.

Q Mrs. Lux, you are the executrix under his will?

A Yes sir.

Q I will ask you if you know of any other property that Peter Lux owned at the time of his death except the property listed in the inventory?

A No, I think that is all.

Q How much were his funeral expenses, Mrs. Lux?

A Well, nearly $500.00 I don't know exactly.

Q Did he have any other debts?

A No, he didn't have any debts, we had the money at the house to pay the funeral expenses.

Q Mrs. Lux, do you expect to claim an executrix fee in this estate?

A No.

Q Do you know just about what your attorneys fees and the expenses of administration will run?

A Not exactly, I know what your fee is.

Q State to the record what my fee is?

A $1000.00.

Q An estimate of the clerk's fees will be about $50.00.

A I think so.

Q There is a legacy provided for in the will to Harry Howard Harrison of $3000.00 state what the relation of Harry Howard Harrison and Peter Lux were?

A He was a grand son.

Q Mrs. Lux, how many children did Peter Lux have at the time of his death?

A One.

Q What was that child's name?

A Myrtle Harrison.

Q That is the person named in the will as Susan Myrtle Harrison?

A Yes sir.

Q Did she have any children.

A Yes sir.

Q What is their names?

A Harry Howard Harrison and Lyle Lux Harrison.

Q Did you have a child die prior to Mr. Lux?

A Before he died a son.

Q What was that son's name?

A Lux.

Q Did he leave any children?

A No, he was only fourteen.

Q Did you have any other child.

A Arthur W. Lux.

Q Did he leave any child surviving hi m.

A One child.

Q What was her name?

A Fay Kinzel Lux.

Q How old is Fay Kinzel Lux?

A Fourteen last August.

Q Did Arthur W. Lux, leave him surviving any other child except Fay Kinzel Lux?

A No sir.

Q Did Peter Lux ever adopt any children?

A No.

Q Was he ever married prior to the time he married you?

A No.

Q What will be the expense of the markers at the grave?

A $45.00 they are asking for them.

Q What was your general taxes for the last year, Mrs. Lux?

A $1065.00.

Q That included the personal property tax?

A Yes sir.

Q Mrs. Lux, your household goods of yours and Mr. Lux how long have you been housekeeping?

A I couldn't tell you hardly, ever since I was sixteen.

Q Mrs. Lux those household goods are old?

A Yes sir, no good.

Q Worth about $200.00.

A Yes.

Attorney for the estate offers in evidence copy of deed from Peter Lux and Mary E. Lux bearing date August 13, 1920, to Fay Kinzel Lux, the original of which appears of record in Book 64 of Deeds on page 512. As Estate Exhibit 1.

Offer in evidence record of a deed from Peter Lux and Mary E. Lux, to Susan Myrtle Harrison, the original of which appears in Book 64 of Deeds page 513, of Moultrie County, Illinois Records marked Exhibit 2.

Offer in evidence copy of a deed from Peter Lux and wife to Harry Howard Harrison and Lyle Lux Harrison the original of which is recorded in Book 64 of Deeds at page 515, marked Exhibit 3.

Offer in evidence record of a deed from Peter Lux and wife to Lyle Lux Harrison, the original of which is recorded in Volume 64 of Deeds on page 514, marked Exhibit 4.

Exhibit 1

The Grantors. Peter Lux and Mary E. Lux, husband and wife, Village of Lovington, County of Moultrie and state of Illinois, first reserving and excepting to each of them a life estate in the real estate hereinafter described, and for and in consideration of the sum of one dollar ($1.00) in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of love and affection, convey and warrant to their grand daughter Faye Kinzel Lux, subject to said life estates reserved, to have and to hold only for and during the term of her natural life, and at her death to the children born of her body, or their descendants, per stirpes, and in case the said Faye Kinzel Lux should die without leaving surviving her child or children, born of her body, or descendants of such, then the said real estate hereinafter described shall then become the absolute property, in fee simple of Harry Howard Harrison and Lyle Lux Harrison, share and share alike, provided however that in case either the said Harry Howard Harrison or Lyle Lux Harrison die prior to the time of the death of Faye Kinzel Lux, and the said Faye Kinzel Lux dies without leaving her surviving child or children born of her body, or descendants of such, and the said Harry Howard Harrison or Lyle Lux Harrison, who first depart this life leaving no bodily heirs him surviving, that then and in that case, the survivor of the said Harry Howard Harrison or Lyle Lux Harrison, or his descendants, in case of his death, shall be entitled to the remainder in fee simple, per stirpes.

Said real estate to be conveyed being described as the northwest quarter (¼) of the northeast quarter (¼) of section thirty two (32); the south half (½) of the northeast quarter (¼) of section thirty two (32); the northeast quarter (¼) of the northeast quarter (¼) of section thirty two (32);

and the north half (½) of the southeast quarter (¼) of section thirty two (32); all in Township sixteen (16); North, Range six (6) East of the Third Principal Meridian, situated in the county of Piatt in the state of Illinois, excepting railroad right of way; and also the southwest quarter (¼) of the northwest quarter (¼) of section twenty (20), and the northeast quarter (¼) of the northeast quarter (¼) of section nineteen (19), Township fifteen (15), North, Range five (5) East of the Third Principal Meridian, situated in the county of Moultrie in the state of Illinois.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this the 13 day of August A. D. 1920.

Peter Lux (Seal)

Mary E. Lux (Seal)

State of Illinois)
Moultrie County.) ss.

I, J. M. Shepherd, a Notary Public, in and for said county in the state aforesaid, do hereby certify that Peter Lux and Mary E. Lux, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this 13th day of August A. D. 1920.

J. M. Shepherd,
Notary Public.

(Seal)

#32068 Filed for record this 21st.day of October A. D. 1920. at 8.45 o'clock A. M. Nettie Bristow, Recorder. Recorded in Volume 64 of Deeds on page 512.

C2107

Exhibit 2

The Grantor, Peter Lux and Mary E. Lux, his wife, of the Village of Lovington, County of Moultrie and state of Illinois, first reserving and excepting the coal, gas, oil and mineral rights in said land and beneath the surface of the same and the right to convey the same, for and in consideration of one dollar in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of love and affection, convey and warrant to their daughter Susan Myrtle Harrison, subject to said mineral rights reserved, to have and to hold only for and during the term of her, the said Susan Myrtle Harrison's natural life, and at her death , to Lyle Lux Harrison to hold only for and during the term of his natural life, and at the death of the said Lyle Lux Harrison to his child or children (bodily heirs), or their descendants, per stirpes, and in case the said Lyle Lux Harrison should die without leaving surviving him child or children of his blood, or descendants of such, that the said real estate hereinafter described shall then become the absolute property in fee simple, of Harry Howard Harrison.

Said real estate being described as the east half (½) of the southeast quarter (¼) of section twenty two (22), and the south sixty acres of the west half (½) of the southeast quarter (¼) of section twenty two (22), all in Township fifteen (15) North, Range five east of the Third Principal Meridian, situated in the county of Moultrie in the state of Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

Dated this 13 day of August A. D. 1920.

Peter Lux (Seal)

Mary E. Lux (Seal)

46

2

State of Illinois)
County of Moultrie.) ss.

I, J. M. Shepherd, a Notary Public, in and for said county, in the state aforesaid, do hereby certify that Peter Lux and Mary E. Lux, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 13 day of August A. D. 1920.

J. M. Shepherd,
Notary Public.

(Seal)

#32089 Filed for record this 31st. day of Oct. A. D. 1920 at 8.45 o'clock A. M.

Nettie Bristow, Recorder.
Recorded in Volume 64 of Deeds on page 513.

Exhibit 47

Exhibit 3

The Grantors, Peter Lux and Mary E. Lux, husband and wife of the Village of Lovington, County of Moultrie and state of Illinois, first reserving and excepting unto the said Peter Lux and Mary E. Lux, a life estate in the real estate hereinafter described, and further reserving unto the said Peter Lux and Mary E. Lux, the coal, gas, oil and mineral rights in the land hereinafter described, and beneath the surface of the same, and the right to convey the same, for and in consideration of one dollar in hand paid, receipt whereof is hereby acknowledged, and the further consideration of love and affection, convey and warrant to their grandsons Harry Howard Harrison and Lyle Lux Harrison, subject to said life estate and mineral rights reserved, to have and to hold only for and during the term of the life of their mother, Susan Myrtle Harrison, and after the death of the said Susan Myrtle Harrison, to the said Harry Howard Harrison to have and to hold in entirety for and during the term of his natural life, and at the death of the said Harry Howard Harrison to his children, (bodily heirs) or their descendants, per stirpes, and in case the said Harry HowardHarrison should die without leaving surviving him child or children (bodily heirs), or descendants of such, that the said real estate hereinafter described shall then become the absolute property in fee simple of Lyle Lux Harrison.

Said real estate being described as the southwest quarter (¼) of section twenty three (23) and lot eleven (11) being the northeast quarter (¼) of the southwest quarter (¼) of section sixteen (16), all in Township fifteen (15) North, Range five east of the Third Principal Meridian in Moultrie County, Illinois,
hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this state.

Dated this the 13 day of August A. D. 1920.

Peter Lux (Seal)

Mary E. Lux (Seal)

State of Illinois)
ss.
County of Moultrie)

I, J. M. Shepherd, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Peter Lux and Mary E. Lux, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 13 day of August A. D. 1920.

J. M. Shepherd,

(Seal) Notary Public.

#22071 Filed for record this 21st day of October A. D. 1920 at 8.45 o'clock A. M.

Nettie Bristow, Recorder.

Recorded in Volume 64 of Deeds on page 515.

Ben Cochran Deed

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Exhibit 4

The Grantor, Peter Lux and Mary E. Lux, his wife, of the Village of Lovington, County of Moultrie and state of Illinois, first reserving and excepting to the said Peter Lux and Mary E. Lux, his wife, a life estate in the real estate hereinafter described for and during the term of their respective lives, and also reserving the coal, gas, oil and mineral right in the land hereinafter described and beneath the surface of the same, and to the right to convey the same, and for and in consideration of one dollar and the conveyance to the grantor herein by Susan Myrtle Harrison, Ira Harrison, Harry HowardHarrison and Lyle Lux Harrison, of their undivided interest in the northeast quarter (¼) of the northeast quarter (¼); and the north half (½) of the southeast quarter (¼) of section thirty two (32), Township sixteen (16), North, Range six (6) East of the Third Principal Meridian, situated in Piatt County, state of Illinois, and for other good and consideration convey and warrant to his daughter, Susan Myrtle Harrison, subject to said life estates and mineral rights reserved, to have and to hold only for and during the term of her natural life, and at her death to Lyle Lux Harrison to have and to hold only for and during the term of his natural life and at the death of the said Lyle Lux Harrison to his children by blood, or their descendants per stirpes, and in case the said Lyle Lux Harrison should die without leaving surviving him child or children (bodily heirs), or descendants of such, that the said real estate hereinafter described shall then become the absolute property, in fee simple, of Harry Howard Harrison.

Said real estate being described as 20¼ acres off the east side of the southeast quarter of the northeast quarter

of section twenty two (22), and also 38½ acres off the east side of the northeast quarter (¼) of the southwest quarter (¼) of section twenty two (22), all in township fifteen (15), North Range five (5) East of the Third Principal Meridian, situated in the county of Moultrie in the state of Illinois.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this state.

Dated this 13 day of August A. D. 1920.

Peter Lux (Seal)

Mary E. Lux (Seal)

State of Illinois)
County of Moultrie.) ss.

I, J. M. Shepherd, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Peter Lux and Mary E. Lux, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 13th. day of August A. D. 1920.

(Seal) J. M. Shepherd,
Notary Public.

#33070 Filed for record this 21st. day of October A. D. 1920 at 8.45 o'clock A. M.

Nettie Bristow, Recorder

Recorded in Volume 84 of Deeds on page 514.

Homer Shepherd being first duly sworn testified as follows:

By Mr. Patterson:

Q State your name to the record?

A Homer Shepherd.

Q Are you an attorney at law?

A Yes sir.

Q Are you familiar with the condition of the title to the land designated in this estate as the Piatt County land?

A Yes sir.

Q Is that the land described as the northwest quarter of the northwest quarter of section thirty two, the south half of the northeast quarter of section thirty two, the northeast quarter of the northeast quarter of section thirty two, and the north half of the southeast quarter of section thirty two, all in township sixteen, north range six east of the Third Principal Meridian, County of Piatt and state of Illinois?

A Yes sir.

Q State whether or not the deceased at the time of his death owned the full fee simple title to that tract of land?

A He owned one half of the title and the other half to Mary E. Lux, entailed to her, it was entailed to Mary E. Lux by her father, Newton E. Trabue to Mary E. Lux, for life and at her death to her bodily heirs and Mary E. Lux, bodily heirs were Arthur W. Lux and Myrtle Harrison. Arthur W. Lux having predeceased his mother his child, Fay Kinzel Lux, takes his

share; in the division of the land and property, Fay Kinzel Lux could not deed her interest in the land to Myrtle Harrison, therefore Myrtle Harrison gave to Peter Lux a quit claim deed for her undivided interest in that land, prior to the time or the same day that Peter Lux and Mary E. Lux gave to Fay Kinzel Lux a deed to that.

Q How was the conveyance of Trabue to Lux, by deed?

A By deed, entailing one half of the land to Mrs. Lux' bodily heirs.

Q The other one half stated a fee simple conveyance to Peter Lux?

A Yes sir.

Q Made in one deed or two?

A Two deeds, therefore Peter Lux, only owned hundred and twenty acres of that land in fee simple at the time of his death. Mrs. Lux for inheritance tax purposes inherited one half of it from her maternal grand mother by this deed, the fee is all ready hers, one halfof the fee in one hundred and twenty acres of the land is already hers.

Q Mrs. Ira Harrison has children.

A They deeded to Lux.

Q Were Lyle Harrison and Howard Harrison both of age at the time the deeds were made?

A I don't know whether Lyle was or not, they joined in the deeds, Myrtle Harrison, Lyle Harrison and Harry Harrison, and Myrtle's husband all joined in the deed of the undivided half interest of the hundred and twenty acres to Peter Lux.

Q That made the fee simple title-

A In Peter Lux.

Q Did Ira Harrison join with her?

A Yes sir, he didn't have to of course.

Mary E. Lux was 71 years of afe on the 4th. day of October 1922.

Myrtle Harrison was 50 years of age on July 18, 1922. Myrtle Harrison was the daughter of Peter Lux and Mary Lux.

Offer in evidence the inventory and the records and files of the estate of Peter Lux, deceased, including the will.

DECLARATION OF TRUST.

BE IT KNOWN that Peter Lux in his life time made and executed a Last Will and Testament, which has been duly admitted to probate by the County Court of Moultrie County, Illinois; that prior to the making of said will said Peter Lux and Mary E. Lux, his wife, made and executed certain deeds of conveyance to Susan Myrtle Harrison, Harry Howard Harrison, Lyle Lux Harrison and Faye Kinzel Lux; that part of the consideration for the execution of said deeds to Susan Myrtle Harrison, Harry Howard Harrison and Lyle Lux Harrison was the conveyance by Susan Myrtle Harrison, Harry Howard Harrison and Lyle Lux Harrison of their undivided interest in certain lands in Piatt County, Illincis, so that the same could be conveyed to Faye Kinzel Lux by the said Peter Lux and Mary E. Lux.

BE IT KNOWN, That among other tracts of real estate conveyed to Harry Howard Harrison was the tract of real estate described as Lot Eleven (11) being the Northeast quarter (NE¼) of the Southwest quarter (SW¼) of Section Sixteen (16), Township Fifteen (15) North, Range Five (5) East of the third Principal Meridian, in Moultrie County, Illinois, in which Mary E. Lux was the owner of a life estate, and the fee was in the heirs of her body. That because of the minority of Faye Kinzel Lux, she could not convey to Harry Howard Harrison her interest in the remainder in said last described tract of real estate, and that in order to secure to Harry Howard Harrison an amount sufficient out of the estate of Peter Lux to give to the said Harry Howard Harrison his share in the estate of Peter Lux and Mary E. Lux, the said Peter Lux gave a legacy of Three Thousand ($3,000) Dollars by his will to said Harry Howard Harrison, which legacy has been paid by the Executrix of the estate of Peter Lux to Harry Howard Harrison;

And Whereas, Harry Howard Harrison, in order to carry out the intention of the said Peter Lux, has this day delivered to Mary E. Lux the money received from said Three Thousand ($3,000) Dollar legacy, and the said Mary E. Lux herein agrees to hold the same as Trustee, upon the following terms and conditions:

1. That if the said Faye Kinzel Lux, within one month after reaching her majority, should make, execute and deliver to the said Harry Howard Harrison a quit claim deed for the land above described, then this trust shall cease and the said $3,000 shall become the property of Mary E. Lux, to be distributed as part of her Estate, in accordance with the intestate laws of the State of Illinois, or in accordance with the terms of the last will and testament of Mary E. Lux, in case she ~~should~~, should die testate; and further provided that in case the said Faye Kinzel Lux should die without having executed said Deed or refuses to sign a quit claim deed to the said Harry Howard Harrison for the above described real estate, as aforesaid, that then upon the death of the said Mary E. Lux the said Three Thousand ($3,000) Dollars so held in trust by her under the terms of this agreement is to be paid to Harry Howard Harrison without any expense to him of any kind whatsoever.

2. It is understood and agreed by and between the parties hereto that since the conveyances of all the real estate heretofore conveyed by Mary E. Lux to said Susan Myrtle Harrison, Harry Howard Harrison, Lyle Lux Harrison and Faye Kinzel Lux were made subject to the life Estate of Mary E. Lux, that the said Mary E. Lux shall be entitled to receive all the interest which may accrue on the said $3,000 up until the time of her death.

And I, the undersigned Mary E. Lux to hereby declare that I hold the said sum of Three Thousand ($3,000) Dollars, as Trustee for the benefit of the said Harry Howard Harrison, for the purposes set forth in this agreement and for none other, and do hereby bind myself my heirs, executors and administrators to the faithful performance by them of this trust.

And further provided that in case Mary E. Lux should die prior to the time above mentioned for Faye Kinzel Lux to sign said Deed the $3000.00 so held in trust by me under this agreement is to be delivered by my Executor or Administrator to the persons who are at that time the President and Cashier of the Hardware State Bank of Lovington, Ill., to be held by them as successors in trust upon the following terms and conditons:

1. To loan the same at interest until Faye Kinzel Lux arrives at the age of 18 years.
2. To account to and pay to Harry Howard Harrison the interest thereon.
3. To pay to my Executor or Administrator the principal of the same in case Faye Kinzel Lux executes and delivers said Deedwithin the time hereinabove mentioned.
4. To pay to said Harry Howard Harrison the principal of this trust upon demand in the event Faye Kinzel Lux refuses to execute and deliver said Deed within the time hereinabove mentioned or in case the said Faye Kinzel Lux should die without having executed said Deed.

This declaration of Trust is made in duplicate, one copy to be held by Mary E.Lux, Trustee, and another copy to be held by the Hardware State Bank of Lovington, Lovington, Illinois, for the benefit of Harry Howard Harrison.

In Wi.ness Whereof I have hereunto signed my name and affixed my seal this the 26 day of February A.D.1924.

Mary E Lux (SEAL)

STATE OF ILLINOIS)
MOULTRIE COUNTY (SS.

I, H.H.Clore Notary Public in and for said County, in the state aforesaid, do hereby certify that Mary E.Lux, personally known to me to be the same person whose name is signed to the above and foregoing instrument, this day appeared before me in person and acknowledged that she signed, sealed and delivered the same as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 26th day of February A. D. 1924.

H.H.Clore

NOTARY PUBLIC .

I, the undersigned, Harry Howard Harrison, legatee of Peter Lux, deceased, do hereby certify that I have read the above and foregoing Declaration of Trust executed by Mary E. Lux, and that the same is satisfactory to me in all respects, and that upon receipt from Faye Kinzel Lux of a quit claim deed for the above described real estate, I do hereby release, transfer, set over and assign to the said Mary E. Lux, to her heirs, executors and administrators, the said Three Thousand ($3,000) Dollars mentioned in the foregoing agreement.

Witness my hand and seal this 12th day of March, A. D. 1924. Harry Howard Harrison (SEAL)

State of Illinois }
County of Edwards } SS

I, Geo. M. Watt Notary Public in and for the County and State aforesaid, do hereby certify that Harry Howard Harrison, personally known to me to be the same person whose name is signed to the above and foregoing instrument, this day appeared before me in person and acknowledged that he signed sealed and delivered the same as his free and voluntary act, for the uses and purposes therein set forth.

Given under my Hand and Seal this 12th day of March, A. D. 1924.

Geo. M. Watt
Notary Public.

Lovington, Illinois
March 1924.

Receipt is acknowledged of a copy of the above instrument which is to be held by the Hardware State Bank of Lovington, Illinois for the benefit of Harry Howard Harrison, according to the terms thereof.

Hardware State Bank, Lovington, Illinois.

By _____ Cashier.

Appendix XX - 355

CERTIFICATE OF DEATH
STATE OF CALIFORNIA

LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER

1. NAME OF DECEDENT—FIRST: [redacted] | 1B. MIDDLE: Kinzel Lux | 1C. LAST: Purvis | 2A. DATE OF DEATH (MONTH, DAY, YEAR): August 2, 1988 | 2B. HOUR: 1110

3. RACE/ETHNICITY: Cauc. | 5. SPANISH/HISPANIC: NO XX | 6. DATE OF BIRTH: August 26, 1908 | 7. AGE: 79 YEARS | IF UNDER 1 YEAR: MONTHS / DAYS | IF UNDER 24 HOURS: HOURS / MINUTES

4. BIRTHPLACE (STATE OR FOREIGN COUNTRY): Illinois | 9. NAME AND BIRTHPLACE OF FATHER: Arthur W. Lux: Illinois | 10. BIRTH NAME AND BIRTHPLACE OF MOTHER: Edna F. Kinzel Lux: IL.

11. USUAL OCCUPATION: USA | 11B. IF DECEASED WAS EVER IN MILITARY GIVE DATES OF SERVICE: 19__ TO 19__ | 12. SOCIAL SECURITY NUMBER: 361-44-0480 | 13. MARITAL STATUS: Married | 14. NAME OF SURVIVING SPOUSE OR WIFE, ENTER BIRTH NAME: Francis W. Purvis

15. PRIMARY OCCUPATION: Homemaker | 16. NUMBER OF YEARS THIS OCCUPATION: Adult Life | 17. EMPLOYER (IF SELF-EMPLOYED, SO STATE): Self-Employed | 18. KIND OF INDUSTRY OR BUSINESS: Own Home

19A. USUAL RESIDENCE—STREET ADDRESS (STREET AND NUMBER OR LOCATION): 3027 Crela St. | 19B. | 19C. CITY OR TOWN: Bonita, Ca. 92002

19D. COUNTY: San Diego | 19E. STATE: Ca. | 20. NAME AND ADDRESS OF INFORMANT—RELATIONSHIP: Francis W. Purvis: Husband, 3027 Crela St., Bonita, Ca. 92002

21A. PLACE OF DEATH: Scripps Hosp. of Chula Vista | 21B. COUNTY: San Diego

21C. STREET ADDRESS (STREET AND NUMBER OR LOCATION): 435 H. Street | 21D. CITY OR TOWN: Chula Vista

22. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, AND C)

IMMEDIATE CAUSE	(A) MASSIVE LEFT CEREBRAL/CEREBELLAR ACCIDENT	5 DAYS	APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH
CONDITIONS, IF ANY, WHICH GAVE RISE TO THE IMMEDIATE CAUSE, STATING THE UNDERLYING CAUSE LAST.	DUE TO, OR AS A CONSEQUENCE OF (B) ATHEROSCLEROTIC VASCULAR DISEASE	YRS	
	DUE TO, OR AS A CONSEQUENCE OF (C) HYPERTENSION	YRS	

24. WAS DEATH REPORTED TO CORONER? NO | 25. WAS BIOPSY PERFORMED? NO | 26. WAS AUTOPSY PERFORMED? NO

23. OTHER SIGNIFICANT CONDITIONS—CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 22A: ATRIAL FIBRILLATION | 27. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEMS 22 OR 23? TYPE OF OPERATION: NONE | DATE:

28A. I CERTIFY THAT DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED. | 28B. PHYSICIAN—SIGNATURE AND DEGREE OR TITLE: Jose Ricardo Leon MD | 28C. DATE SIGNED: 8/3/88 | 28D. PHYSICIAN'S LICENSE NUMBER: G36705

ATTENDED DECEDENT SINCE (ENTER MO., DA., YR.): 3-14-88 | I LAST SAW DECEDENT ALIVE (ENTER MO., DA., YR.): 8-2-88

28E. TYPE PHYSICIAN'S NAME AND ADDRESS: Jose Leon M.D., 450 Fourth Ave., Chula Vista, CA. 92010

29. SPECIFY ACCIDENT, SUICIDE, ETC. | 30. PLACE OF INJURY | 31. INJURY AT WORK | 32A. DATE OF INJURY—MONTH, DAY, YEAR | 32B. HOUR

33. LOCATION (STREET AND NUMBER OR LOCATION AND CITY OR TOWN) | 34. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)

35A. I CERTIFY THAT DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED. AS REQUIRED BY LAW I HAVE HELD AN (INQUEST-INVESTIGATION) | 35B. CORONER—SIGNATURE AND DEGREE OR TITLE | 35C. DATE SIGNED

36. DISPOSITION: Burial | 37. DATE—MONTH, DAY, YEAR: August 5, 1988 | 38. NAME AND ADDRESS OF CEMETERY OR CREMATORY: Glen Abbey Mem. Pk. 3838 Bonita Rd. Bonita, Ca. | 39. EMBALMER'S LICENSE NUMBER AND SIGNATURE: Lic# 6837

40A. NAME OF FUNERAL DIRECTOR (OR PERSON ACTING AS SUCH): Glen Abbey Mortuary | 40B. LICENSE NO.: F-1371 | 41. LOCAL REGISTRAR—SIGNATURE: Donald L. Cameron, M.D. | 42. DATE ACCEPTED BY LOCAL REGISTRAR: AUG 05 1988

STATE REGISTRAR | A. | B. | C. | D. | E. | F.

COUNTY OF SAN DIEGO DEPT. OF HEALTH SERVICES
THIS IS TO CERTIFY THAT THE BEARING THE OFFICIAL SEAL OF THE
SAN DIEGO DEPT. OF HEALTH SERVICES THIS IS A TRUE AND
ORIGINAL DOCUMENT FILED AUG 05 1988 REGISTRAR
REQUIRED FEE PAID
DATE ISSUED

CAMERA OPERATOR'S CERTIFICATE OF AUTHENTICITY

I hereby certify that I have on this 14 day of March, 19 89 photographed the documents appearing on this page, and that they are true and accurate images of the records of the Montrose County Clerk (name of agency)

I further certify that the aforementioned images appearing on this film represent records maintained in the ordinary course of business, which were preserved by microphotography on this film, exactly as in the original.

Operator's Name: Deeds Mtge. Misc. Signature of Camera Operator: Arlene Greenman Deleard

CERTIFYING OFFICER'S CERTIFICATE OF INTENT

I hereby certify that the aforementioned images appearing on this film represent (check appropriate box):

records which are to be destroyed or disposed of in accordance with statutes, but only after inspection of the film has assured the accuracy and completeness of these records as reproduced in the form of these filmed images.

records which have been committed to microfilm in compliance with the requirements and standards of the State Records Preservation and Re-

246 72

MOULTRIE COUNTY
Filed for record
Date 3-14-89
Time 2:35 o'clock PM
Doc. # 221362
Recorded on Card 89MS-56
of Misc.
Richard Purdue, Recorder
Richard Purdue

The Grantor Faye Ringel Lux, a Spinster

of the Village of Lovington in the County of Moultrie and State of Illinois
for ~~the~~ and in consideration of One Dollar and other good and valuable Considerations DOLLARS,
~~in hand paid~~, Convey and Quit-claim to Harry Howard Harrison of the
County of Effingham State of Illinois all interest in the following described Real Estate:
to wit:

Lot Eleven (11) being the Northeast Quarter (NE¼) of the South West Quarter (SW¼) of Section Sixteen (16) Township Fifteen (15), North, Range Five (5), East of the Third P. M.

Subject to the coal, gas and oil mineral right in said last herein above described and beneath the surface of the same, the right to convey the same being hereby reserved by the Grantor

situate in the County of Moultrie, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State

Dated this 27th day of August A.D. 1926.

Signed, Sealed and Delivered in the Presence of

Faye Ringel Lux [SEAL]
[SEAL]
[SEAL]
[SEAL]

STATE OF ILLINOIS, Moultrie County } ss.

I, A. R. Smith, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Faye Ringel Lux, a Spinster

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument, as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this 27th day of August A.D. 1926.

A. R. Smith
Notary Public

Filed for Record the 30th day of August A.D. 1926, at 9 00 o'clock A M.
No. 34077-N.
Cadell West Recorder.

Warranty Deed—Form 552. Independent-Times Printing Co., Streator, Ill

App. 358

THE GRANTOR, Susan A. Latch, a widow

of the Hammond in the County of Lake

and State of Indiana, for and in consideration of One Dollar and other good and valuable considerations DOLLARS,

in hand paid, CONVEY AND WARRANT to Harry H. Harrison

of the Effingham County of Effingham and State of Illinois the following described Real Estate, to-wit:

All right and interest which the grantor now has or may hereafter acquire as an heir of Newton A. Trabue, deceased, in and to Lot Eleven (11), being the Northeast Quarter of the Southwest Quarter of Section Sixteen (16) Township Fifteen (15), North, Range, Five (5) East of the Third P. M, containing forty (40) acres, more or less.

Situated in the County of Moultrie, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State,

Dated this 2nd day of September A. D. 1925

Signed, Sealed and delivered in presence of

Susan A. Latch (SEAL)

H. H. Harrison

.....(SEAL)

.....(SEAL)

Warranty Deed—Form 552. Independent-Times Printing Co., Streator, Ill

THE GRANTOR, William C. Trabue, a single man

of ~~the~~ Decatur in the County of Macon

and State of Illinois, for and in consideration of
One Dollar and other good and valuable considerations ~~DOLLARS~~

in hand paid, CONVEY AND WARRANT to Harry H. Harrison

of ~~the~~ Effingham County of and State of
Illinois the following described Real Estate, to-wit:

All right and interest which the grantor now has or may hereafter acquire as an heir of Newton A. Trabue, deceased, in and to Lot Eleven (11) being the Northeast Quarter of the Southwest Quarter of Section Sixteen (16), Township Fifteen (15), North, Range Five (5) East of the Third P. M., containing forty (40) acres, more or less.

Situated in the County of Moultrie, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this 7th day of September A. D. 1[illegible]

Signed, Sealed and delivered in presence of William C. Trabue (SEAL)

(SEAL)

(SEAL)

LAST WILL AND TESTAMENT OF MARY E. LUX

I, MARY E. LUX, of the Village of Lovington, County of Moultrie and State of Illinois, being of sound and disposing mind and memory, do hereby make, ordain, publish and declare this to be my Last Will and Testament, hereby revoking all wills by me heretofore made.

FIRST: It is my will that all my just debts and funeral expenses shall be paid by my Executrices hereinafter named as soon after my decease as conveniently may be.

SECOND: I hereby give and bequeath to my Executrices hereinafter named my household goods and all personal chattel effects in and about my home, to be by them distributed to my daughter SUSAN MYRTLE HARRISON and to my grandchildren hereinafter named, leaving it entirely to the judgment and discretion of my said Executrices as to the manner in which said division is made, and their decision shall be final in that regard.

THIRD: I hereby further will and provide that my Executrices hereinafter named shall convert all of my estate, both real and personal (other than my household goods and chattel effects) including all coal, gas and mineral rights that I may own at the time of my death in real estate, unto money or government bonds and securities, and shall keep the same loaned at interest, and shall collect rentals from my properties until the date of the sale or sales thereof. And my said Executrices shall have full right and authority upon the payment of any government bond or securities to re-invest the proceeds thereof in other government bonds or securities, and in the event it should be impossible to secure government bonds or securities, then to invest in any other safe conservative securities. And I hereby will that after the

payment of my just debts, funeral expenses and taxes and insurance upon properties, and costs and expenses of sale of properties, if any, and costs and expenses of administration upon my estate, that the entire residue including all bonds and securities and all money or other assets that may remain in my said residuary estate, shall be by my said Executrices distributed and divided as follows:-

a. An equal one-third (1/3) portion thereof shall be paid or delivered to Faye Kinzel Lux.

b. The remaining two-thirds (2/3) of my said residuary estate shall be held by my said Executrices as Trustees during the life time of my daughter, SUSAN MYRTLE HARRISON, and all net interest and income shall be by my said Executrices paid to the said SUSAN MYRTLE HARRISON as the same is collected for her personal use and benefit as long as she shall live. And at the death of my said daughter, all of said trust fund shall be divided in two equal parts and one-half of it shall be paid and delivered to my grandson, HARRY HOWARD HARRISON and the remaining one-half shall be paid and delivered to my grandson, LYLE LUX HARRISON to be their absolute property, and if either of my said grandsons named in this paragraph should die without issue prior to my death, then the share herein devised to such grandson shall be equally divided between the surviving grandson and my grand-daughter, FAYE KINZEL LUX, subject, however, to the rights of my daughter SUSAN MYRTLE HARRISON to have the interest and income therefrom during her natural life as hereinabove provided.

c. I hereby expressly further will and provide that my Executrices shall make a partial distribution of my estate within one (1) year and one (1) day after this will is admitted to probate, and shall at that time distribute

all bonds and money except such amount as is necessary to reserve to take care of all costs and expenses, and remainder of my estate shall be distributed from time to time as properties are sold and proceeds thereof collected.

FOURTH: I do hereby nominate and appoint my daughter SUSAN MYRTLE HARRISON and my Daughter-in-law EDNA KINZEL LUX to be the Executrices of this, my Last Will and Testament, and request that they be not required to give any bond or security as such; and since I have given the major part of my estate to the children of the said SUSAN MYRTLE HARRISON and child of EDNA KINZEL LUX, I desire that my said Executrices shall charge my estate no compensation as such, but desire they be re-imbursed for any actual expenses incurred as such Executrices. I also nominate and appoint my daughter SUSAN MYRTLE HARRISON and my daughter-in-law EDNA KINZEL LUX to be the Trustees under this will to hold, manage and control the funds from which my said daughter is to receive the interest thereon during her life time, and I desire that my said Trustees shall charge only their actual expenses in handling the said trust matter. And if either of my said Executrices or Trustees should die before the completion of said matter, then it is my desire the survivor shall proceed as sole Executrix or Trustee and complete the settlement of my estate in accordance with my Last Will and Testament, and in event both of my Executrices and Trustees should die prior to the completion of all matters herein provided for, then it would be my desire that the Court of proper jurisdiction of the County of Moultrie and State of Illinois, should appoint a successor to complete the settlement of my estate in accordance with the terms and conditions of this, my Last Will and Testament.

FIFTH: I do hereby give and grant unto my said Executrices full power to make sale of any and all tracts of real estate owned by me at the time of my death, at either public or private sale upon such terms and conditions as they may decide would be for the best interests of my estate, and my said Executrices shall also have full power and authority to sell any and all coal or mineral rights that I may own in real estate at the time of my decease, and for the purposes aforesaid, my said Executrices are hereby authorized to procure abstracts of title and to make, execute, acknowledge and deliver all deeds, instruments and conveyances which may be necessary in the premises, and to do any and all other acts to properly carry out the purpose and intent of this Will, whether herein expressly mentioned or not. And I hereby will and provide that in the event of the death or disability of any of my Executrices, then the successor or successors shall have the same right, authority in all respects as is herein given and granted to my said Executrices.

SIXTH: It is my will that if any beneficiary, heir or legatee under this, my Last Will and Testament, shall file any objections to this Will or bring any suit or proceedings in law or in equity, intending to set aside or contest this Will, then any part or portion of my estate bequeathed to such heir or heirs who shall bring such proceedings or shall permit his, her, or their name, or names, to be used in such proceedings, is hereby bequeathed to the other beneficiaries, who shall not in any manner interfere with this Will. And, it is my will that any such heir or beneficiary who shall bring such proceeding to contest or set aside this will, or shall permit his, her, or their name to be used in such proceeding, shall be

absolutely disinherited and shall have no part in my estate of any kind or character.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my seal to this, my Last Will and Testament, on this Eighteenth day of MAY, in the year of our Lord, One Thousand Nine Hundred Thirty-two.

Mary E. Lux (SEAL)

Before us, the undersigned witnesses, appeared MARY E. LUX, known to us to be the same person who signed and executed the above and foregoing instrument in writing and who signed the said instrument in our presence and declared the same to be her Last Will and Testament, and we at her request and in her presence and in the presence of each other, did subscribe our names hereto as attesting witnesses thereof. And we hereby certify that we believe the said MARY E. LUX at the time she signed and executed her said Last Will and Testament was of sound and disposing mind and memory, and was acting of her own free will and volition, and was under no restraint whatsoever.

Witness our hands and seals this 18th day of May, A. D. 1932.

H. H. Moore (SEAL)

J. A. Brooks (SEAL)

W. E. White (SEAL)

FIRST CODICIL TO THE LAST WILL AND TESTAMENT OF MARY E. LUX.

I, MARY E. LUX, of the Village of Lovington, County of Moultrie and State of Illinois, being of sound and disposing mind and memory, do hereby make, ordain, publish and declare this to be the First Codicil to My Last Will and Testament.

FIRST: It is my will that any inheritance tax that might be payable upon my estate to the State of Illinois or any estate tax that might be payable on said estate to the Internal Revenue Department of the Federal Government and any other like or similar taxes or charges which may be charged against my estate, shall be paid and satisfied by my Executrices named in my Last Will and Testament before making the division of my estate as provided in my Last Will and Testament. It is the purpose of this provision that my beneficiaries shall receive their respective shares of my estate without the burden of any taxes thereon, and that all such taxes shall be settled, paid and discharged by my Executrices.

SECOND: In all other respects, I hereby ratify and confirm my Last Will and Testament, executed and acknowledged by me on the eighteenth day of May, A. D. 1932.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal to this, the First Codicil to

my Last Will and Testament on this 14th day of JUNE, in the year of our Lord, One Thousand Nine Hundred Thirty-two.

Mary E. Lux (SEAL)

Before us, the undersigned witnesses, appeared MARY E. LUX, known to us to be the same person who signed and executed the above and foregoing instrument in writing and who signed the said instrument in our presence and declared the same to be the First Codicil to Her Last Will and Testament, and we at her request, and in her presence and in the presence of each other, did subscribed our names hereto as attesting witnesses thereof. And we hereby certify that we believe the said MARY E. LUX at the time she signed and executed the First Codicil to her Last Will and Testament was of sound and disposing mind and memory, and was acting of her own free will and volition, and was under no restraint whatsoever.

Witness our hands and seals this 14th day of June, A. D. 1932.

Robert W. Martin (SEAL)

Thomas H. Lewis (SEAL)

Jas Ashbrook (SEAL)

RECEIVED of Susan Myrtle Harrison and Edna Kinzel Lux, executrices of the Last Will and Testament of Mary E. Lux, deceased, the sum of THIRTY FOUR THOUSAND DOLLARS ($34,000.00) in government bonds, as partial distribution as provided in the Last Will and Testament of Mary E. Lux, deceased.

Susan Myrtle Harrison

Edna Kinzel Lux

Trustees under the Last Will and Testament of Mary E. Lux, deceased.

RECEIVED of Susan Myrtle Harrison and Edna Kinzel Lux, executrices of the Last Will and Testament of MARY E. LUX, deceased, the sum of SEVENTEEN THOUSAND DOLLARS ($17,000.00) in government bonds, as part of my distributive share as provided in the last will and testament of Mary E. Lux, deceased.

Edna Kinzel Lux

STATE OF ILLINOIS)
)SS
COUNTY OF MOULTRIE)

IN THE CIRCUIT COURT
OF MOULTRIE COUNTY
IN CHANCERY

SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, as Trustees under the Last Will and Testament of MARY E. LUX, Deceased, and SUSAN MYRTLE HARRISON, an individual,

Plaintiffs,

-VS-

HARRY HOWARD HARRISON and LYLE LUX HARRISON,

Defendants.

C O M P L A I N T

No. 36-63

SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, as Trustees under the Last Will and Testament of MARY E. LUX, deceased, and SUSAN MYRTLE HARRISON, not as Trustee, but personally and in her individual capacity, plaintiffs, respectfully represent and allege the following:

1. That on or about the 16th day of September A. D. 1933, one MARY E. LUX, then being a resident of the Village of Lovington, in the County of Moultrie and State of Illinois, departed this life at Decatur, Illinois, testate.

2. That an instrument purporting to be the Last Will and Testament of MARY E. LUX, deceased, was filed in the office of the Clerk of the County Court of Moultrie County, on the 19th day of September A. D. 1933. That on the 10th day of October, A. D. 1933, said instrument purporting to be the Last

Will and Testament of MARY E. LUX, deceased, was established and probated as the Last Will and Testament of Mary E. Lux, deceased, by order of the County Court of Moultrie County.

3. That the said SUSAN MYRTLE HARRISON and EDNA KINZEL LUX were , in accordance with the terms and provisions of the Last Will and Testament of Mary E. Lux, deceased, so established and admitted to probate, as aforesaid, duly appointed as executrices, under the terms of the last Will and Testament of Mary E.Lux,deceased; that they and each of them qualified and Letters Testamentary were to them granted by the County Court of Moultrie County, upon the 10th day of October A. D. 1933.

4. That said SUSAN MYRTLE HARRISON and EDNA KINZEL LUX entered into the discharge of their duties as executrices of the Last Will and Testament of the said Mary E. Lux, deceased, and fully and completely discharged their duties as such executrices as provided by the Last Will and Testament of Mary E. Lux,deceased, and the Statute of the State of Illinois, in such case made and provided, and have continuously acted and are now acting as the qualified executrices of the Last Will and Testament of Mary E. Lux, deceased.

5. That under the terms of the Last Will and Testament of Mary E. Lux, deceased, a copy of which last will and testament is attached hereto, and marked " Exhibit A " and specifically made a part of this complaint, SUSAN MYRTLE HARRISON and EDNA KINZEL LUX,because of and by virtue of the expressed power and authority to them given, have continuously acted and are now acting and serving as trustees of the trust estate created under the terms of the Last Will and Testament of Mary E. Lux,deceased.

6. That under " ITEM FIRST" of the Last Will and Testament hereinbefore referred to, SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, as executrices, paid and satisfied and discharged each and all and every of the just debts and funeral expenses of the said MARY E. LUX, deceased, and that all claims which have been filed according to the Statute in such case made and provided, have been paid and satisfied and discharged.

7. That in accordance with the terms of the said Last Will and Testament of the said Mary E. Lux, deceased, plaintiffs in their capacities as executrices, did turn over to and give to SUSAN MYRTLE HARRISON, plaintiff herein, and to the grandchildren named in said Last Will and Testament, the household goods and personal chattels and effects in and about the home of the said Mary E. Lux, deceased, at the time of her death, and that the said distribution provided in "ITEM SECOND" of said Last Will and Testament was made and accepted by the beneficiaries in said item named.

8. That SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, as executrices under the Last Will and Testament of Mary E. Lux, deceased, and under the terms of the said Last Will and Testament heretofore referred to, did convert certain real estate into money, all Government Bonds being kept intact, as provided in "ITEM THIRD" of said Last Will and Testament, and did convert a certain amount of money into Government Bonds and collected the rentals from all properties until the day of the sales of the same, and are now collecting the rent from all unsold real estate.

9. That after the payment of the just debts and funeral expenses, taxes, and insurance, upon the properties and costs and expenses of the sale of the properties, costs and expenses of administration, upon the estate of Mary E. Lux, deceased, a partial distribution of said estate was made by the plaintiffs, acting in the capacity of executrices, said partial distribution being in the amount of FIFTY ONE THOUSAND DOLLARS ($51,000.00). Said partial distribution being made as provided by Sub-section C of "ITEM THIRD" of the Last Will and Testament of Mary E. Lux, deceased; said partial distribution was made in the form of Government Bonds, that is to say:

(a) Plaintiffs, acting in the capacity of executrices, paid and delivered to FAY KINZEL LUX, as equal one-third portion of the $51,000, namely SEVENTEEN THOUSAND ($17,000) DOLLARS in Government Bonds.

(b) Plaintiffs, acting in the capacity of executrices of the last Will and Testament of Mary E. Lux, deceased, gave and delivered to the plaintiffs, acting in the capacity as Trustees, two-thirds of the Fifty One Thousand Dollars in Government Bonds, namely THIRTY FOUR THOUSAND DOLLARS ($34,000) in Government Bonds, and during the life time of the plaintiff SUSAN MYRTLE HARRISON, the daughter of Mary E. Lux, deceased, the said plaintiffs, acting in the capacity as Trustees, have paid to her all net interest and income by them received, as Trustees, as the same has been collected from the $34,000 in Government Bonds, and all of which was for the personal use and benefit of the said SUSAN MYRTLE HARRISON.

10. That HARRY HOWARD HARRISON and LYLE LUX HARRISON, specifically named in Sub-section (b) of "ITEM THIRD" of the said Last Will and Testament of Mary E. Lux, deceased, survived the said testatrix. That they are now living and are of legal age, and reside in said State of Illinois, and are made defendants to this Complaint.

11. Plaintiffs respectfully represent and refer more specifically to sub-section (b) of "ITEM THIRD" of said Last Will and Testament, that under the terms and provisions of said Sub-section (b) of "ITEM THIRD" said HARRY HOWARD HARRISON and LYLE LUX HARRISON, having survived the said testatrix, became and were, on the death of the said MARY E. LUX, deceased, and are now, vested with the full, complete and absolute title to all of said trust estate, in the hands of SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, Trustees under the Last Will and Testament of Mary E. Lux, deceased, subject, however, to the rights of SUSAN MYRTLE HARRISON to receive the net income from said Trust Estate for and during the term of her natural life.

12. That plaintiffs, acting in the capacity as executrices did, as the fourth day of February A. D. 1936, file in the office of the Clerk of the County Court of Moultrie County, Illinois, their second current report, and for an additional partial distribution, as provided in the provisions of the Last Will and Testament of Mary E. Lux, deceased, at which time a partial distribution was made of NINE HUNDRED DOLLARS ($900) of Government Bonds. Said distribution was made as follows:

To FAY KINZEL LUX, an equal one-third (1/3) portion of $900 in Government Bonds, namely THREE HUNDRED DOLLARS ($300) in Government Bonds.

To SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, Trustees under the Last Will and Testament of MARY E. LUX, deceased, SIX HUNDRED DOLLARS ($600) in Government Bonds, being two thirds (2/3) of the partial distribution made on the day and date heretofore mentioned.

13. That plaintiffs, acting in the capacity of Trustees, respectfully represent unto the Court that they have on hands, as Trustees of the Last Will and Testament, the sum of THIRTY FOUR THOUSAND, SIX HUNDRED DOLLARS ($34,600) in Government Bonds.

14. That since the execution of the Last Will and Testament of Mary E. Lux, deceased, the interest on Government Bonds has decreased from time to time and the Government has, at different times called said bonds and reissued new bonds in lieu thereof, at a lower rate of interest, thereby reducing drastically the income from said trust estate, which is payable to SUSAN MYRTLE HARRISON for her use and benefit during her life time, as provided by Sub-section (b) of "ITEM THIRD". That at the time of the death of Mary E. Lux, deceased, the greater portion of said Government Bonds were paying interest at the rate of four and one-fourth (4¼) per cent; that the greater portion of said bonds have been called by the Government, and new bonds issued, and that said interest at the present rate is about three (3) per cent.

15. Plaintiffs aver and charge that they can, by converting into cash part of the Trust Fund held by them as

Trustees, under the Last Will and Testament of Mary E. Lux, deceased, buy and purchase a certain farm, free and clear of incumbrance, except one-half of the taxes for the year 1936, in the County of Moultrie and State of Illinois, for the sum of One Hundred Ten Dollars ($110.00) per acre. That said land consists of 180.89 acres, and that the land description of said farm is as follows:

Lots Six (6) in the division of the Samuel S. Wood Estate, commencing at the southeast corner of the northeast quarter (NE¼) of Section Twenty-two (22), Township Fifteen (15), North, Range Five (5), East of the 3rd Principal Meridian, North 31 chains, 36 links to the east line of Wabash Railroad right of way, thence southwesterly along line of said right of way 33 chains, 92 links, to east and west quarter section line, thence east on said line 12 chains and 93½ links to the place of beginning, containing 20.29 acres.

Also lot seven (7) in the division of said estate, commencing at the southwest corner of the northwest quarter (NW¼) of Section Twenty-three (23), Township Fifteen (15), North Range Five (5) East of the 3rd Principal Meridian, thence North on West Line of said Section 23, 31 chains 36 links to east line of Wabash Railroad right of way, thence northeasterly along line of said right of way 9 chains 59 links to north line of said section, thence east 43½ links, thence south 40 chains, 21.8 links to the quarter section line, thence west on said line 4 chains 18½ links to the place of beginning, containing 15 acres.

Also lot eight (8) of the division of said estate, commencing 18 chains 10.6 links west of the center of said section 23, thence west 18 chains 10.4 links to a point 4 chains 18½ links east of west line of Section 23, thence North parallel with the west line of Section 23, 40 chains 21.8 links, to a point in north line of said Section 23, 36 chains 21 links west of the Northeast corner of the North West Quarter of said Section 23, thence east on north line of said Section 23, 18 chains 10.4 links, to a point in said line, 18 chains 10.6 links west of the Northeast corner of the Northwest quarter of said Section 23, thence south 40 chains and 20.6 links to the place of beginning, containing 72.80 acres.

Also Lot 9 in the division of said estate, commencing at center of said Section 23, thence west 18 chains and 10.6 links, thence North 40 chains, 20.6 links, to north line of said Section 23, thence east 18 chains 10.6 links to the northeast corner of northwest quarter of Section 23, thence south 40 chains 19½ links to the place of beginning, containing 72.80 acres, situated in Moultrie County, Illinois.

That the said land described in the preceding paragraph is rich, black, fertile land, and reasonable well improved, and rented, and that the price or consideration, therefore, is reasonable; that said land lies just across the public highway from other farms owned by the beneficiairies under this trust estate and that all lands now owned by the beneficiaries under this trust estate lie adjoining this land; and if the trust fund in said estate is invested in this land at the present rental it will yield a much larger net income to the said SUSAN MYRTLE HARRISON during the term of her natural life than the income from the Government Bonds now held by the Trustees under the Last Will and Testament of Mary E. Lux, deceased. That each and every of the beneficiaries under the trust fund of the Last Will and Testament of Mary E. Lux, deceased, all of whom are now living, and are adults, have consented to, authorized and requested plaintiffs, acting in the capacity of Trustees of the estate created under the terms of the Last Will and Testament of Mary E. Lux, deceased, to invest said fund in the purchase of the said lands at the price hereinbefore designated, as evidenced by each of the several instruments hereto attached, and marked " Exhibit B", "Exhibit C" and "Exhibit D", signed by Susan Myrtle Harrison, individually, HARRY HOWARD HARRISON, and LYLE LUX HARRISON, defendants. That plaintiffs aver and allege that they are willing to comply with the said requests of the several beneficiaries as above set forth; and they further allege that it is to the best interests of the trust estate, and to the beneficiaries thereof, that they reduce part of the securities which they now have in their possession as trustees, into cash in sufficient amount to buy,

purchase and secure said tract of land hereinbefore specifically described, and to take the title hereto in their names as trustees, and the same to hold and the net income therefrom to annually pay to the said Susan Myrtle Harrison for and during the term of her natural life, and on her death to convey said land to the beneficiaries as designated and provided in sub-section (b) of "ITEM THIRD" of the said Last Will and Testament of Mary E. Lux, deceased.

16. Plaintiffs herein respectfully submit themselves to the jurisdiction of this Court, not only as trustees under the terms of the Last Will and Testament of Mary E. Lux, deceased, but in their several personal capacities, as well as their several rights, and interest, as beneficiaries of the estate of Mary E. Lux, deceased, whether arising as legatees, devisees or trustees, under the terms of the Last Will and Testament of Mary E. Lux, deceased, or as beneficiaries under the terms of the trust in said will created, with full power, right and authority in and to said court to adjudicate and determine their several and respective rights in whatever capacities your plaintiffs may be interested in said estate.

The premises considered, plaintiff respectfully pray:

(a) That SUSAN MYRTLE HARRISON and EDNA KINZEL LUX plaintiffs, be confirmed as the qualified and acting trustees as provided by the Last Will and Testament of Mary E. Lux, deceased.

(b) That HARRY HOWARD HARRISON and LYLE HARRISON be made defendants herein and that their written entries

of appearance hereto attached be accepted in lieu of special service as provided under the terms of the Statute and provisions of the Statute requiring the issuance and services of summons herein.

(c) That the Court will construe the terms of the said Last Will and Testament of Mary E.Lux, deceased, and affirmatively find and authorize and direct said SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, as trustees, under the Last Will and Testament of Mary E.Lux,deceased, to convert into cash sufficient of said trust fund in their posession and invest NINETEEN THOUSAND,EIGHT HUNDRED NINETY SEVEN DOLLARS AND NINETY CENTS ($19,897.90) thereof in said real estate hereinabove mentioned.

(d) That the terms of the Last Will and Testament of Mary E. Lux, deceased, be construed and that a finding be made by this Court and a decree thereon rendered to the end that the said HARRY HOWARD HARRISON and LYLE LUX HARRISON, defendants, are each possessed, have and hold, and own a vested remainder in an undivided one-half to each of them, in the said Trust Estate now held in the hands of SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, as trustees of the Last Will and Testament of Mary E. Lux, deceased.

(e) That under the terms and provisions of the said sub-section (b) of "ITEM THIRD" of said Last Will and Testament of Mary E. Lux,deceased, plaintiff's, as trustee of the estate of Mary E. Lux, deceased, have the power,

right and authority to invest a portion of said trust fund in their hands in real estate described in paragraph 15 of the Complaint.

(f) That the Court advise these plaintiffs by an Order and Decree herein entered of their several rights, powers and duties as to investment of the trust fund or estate in their possession under the terms of said will.

(g) That each and every of the parties, namely, SUSAN MYRTLE HARRISON, personally, as well as HARRY HOWARD HARRISON and LYLE LUX HARRISON, upon their several consents as evidenced by Exhibits "B" to "D" inclusive, be made and taken as consenting to the investment of said Trust Fund insaid real estate, and that they and each of them, their heirs, executors, and administrators, legatees and devisees, as well as their assigns, be by the decree and order of this Court bound to accept their several rights in said land in lieu of any right, title, interest or claim which they have had, now have or may have hereafter, for any and all bonds, notes, stocks, mortgages, and other securities held by plaintiffs as trustees, which constitute the trust estate created under the terms of the Last Will and Testament of Mary E. Lux, deceased.

(h) That under the Order and Decree of this Court, that said parties hereto be commanded, not to, at any time hereafter, either directly or indirectly claim any right, title or interest in or to that part or portion of the trust fund consisting of securities now held by

plaintiffs as trustees, which may be converted into cash and invested in said land, or in or to the proceeds of said securities which may be used to purchase said real estate.

(i) That plaintiffs may have such other and further relief in the premises as to your Honor seems just and meet.

Susan Myrtle Harrison
Edna Kinzel Lux
Trustees under the Last Will and Testament of MARY E.LUX, Deceased.

Susan Myrtle Harrison
Not as Trustee, but Personally and individually.

Sullivan, Illinois.
Attorney for Plaintiffs.

I, MARY E. LUX, of the village of Lovington, County of Moultrie and State of Illinois, being of sound and disposing mind and memory, do hereby make, ordain, publish and declare this to be my last will and testament, hereby revoking all wills by me heretofore made.

FIRST: It is my will that all my just debts and funeral expenses shall be paid by my Executrices hereinafter named as soon after my decease as conveniently may be.

SECOND: I hereby give and bequeath to my Executrices hereinafter named my household goods and all personal chattel effects in and about my home, to be by them distributed to my daughter SUSAN MYRTLE HARRISON and to my grandchildren hereinafter named, leaving it entirely to the judgment and discretion of my said Executrices as to the manner in which said division is made, and their decision shall be final in that regard.

THIRD: I hereby further will and provide that my Executrices hereinafter named shall convert all of my estate, both real and personal (other than my household goods and chattel effects) including all coal, gas and mineral rights that I may own at the time of my death in real estate unto money or government bonds and securities, and shall keep the same loaned at interest, and shall collect rentals from my properties until the date of the sale or sales thereof. And my said Executrices shall have full right and authority upon the payment of any government bond or securities to re-invest the proceeds thereof in other government bonds or securities, and in the event it should be impossible to secure government bonds or securities, then to invest in any other safe conservative securities. And I hereby will that after the

payment of my just debts, funeral expenses and taxes and insurance

upon properties, and costs and expenses of sale of properties, if any, and costs and expenses of administration upon my estate, that the entire residue including all bonds and securities and all money or other assets that may remain in my said residuary estate, shall be by my said executrices distributed and divided as follows:

a. An equal one third (1/3) portion thereof shall be paid or delivered to Faye Kinzel Lux.

b. The remaining two thirds (2/3) of my said residuary estate shall be held by my said Executrices as Trustees during the life time of my daughter, Susan Myrtle Harrison, and all net interest and income shall be by my said executrices paid to the said Susan Myrtle Harrison as the same is collected for her persona use and benefit as long as she shall live. And at the death of my said daughter, all of said trust fund shall be divided in two equal parts and one half of it shall be paid and delivered to my grand son, Harry Howard Harrison, and the remaining one half shall be paid and delivered to my grandson, Lyle Lux Harrison to be their absolute property, and if either of my said grandsons named in this paragraph should die without issue prior to my death, then the share herein devised to such grandson shall be equally divided between the surviving grandson and my grand daughter, Faye Kinzel Lux, subject, however, to the rights of my daughter, Susan Myrtle Harrison to have the interest and income therefrom during her natural life as hereinabove provided.

c. I hereby expressly further will and provide that my executrices shall make a partial distribution of my estate within one (1) year and one (1) day after this will is admitted to probate, and shall at that time distribute

all bonds and money except such amount as is necessary to reserve to take care of all costs and expenses, and remainder of my estat

shall be distributed from time to time as properties are sold and proceeds thereof collected.

FOURTH: I do hereby nominate and appoint my daughter, Susan Myrtle Harrison and my daughter-in-law, Edna Kinzel Lux to be the Executrices of this, my last will and Testament, and request that they be not required to give any bond or security as such; and since I have given the major part of my estate to the children of the said Susan Myrtle Harrison and child of Edna Kinzel Lux, I desire that my said Executrices shall charge my estate no compensation as such, but desire that they be reimbursed for any actual expenses incurred as such Executrices. I also nominate and appoint my daughter, Susan Myrtle Harrison and my daughter in law, Edna Kinzel Lux to be the Trustees under this will to hold, manage and control the funds from which my said daughter is to receive the interest thereon during her life time, and I desire that my said trustees shall charge only their actual expenses in handling the said trust matter. And if either of my said Executrices or Trustees should die before the completion of said matter, then it is my desire the survivor shall proceed as sole Executrix, or Trustee and complete the settlement of my estate in accordance with my Last Will and Testament, and in event both of my Executrices and Trustees should die prior to the completion of all matters herein provided for, then it would be my desire that the court of proper jurisdiction of the County of Moultrie and State of Illinois, should appoint a successor to complete the settlement of my estate in accordance with the terms and conditions of this, my last will and Testament.

- 4 -

FIFTH: I do hereby give and grant unto my said Executrices full power to make sale of any and all tracts of real estate owned by me at the time of my death, at either public or private sale upon such terms and conditions as they may decide would be for the

best interests of my estate, and my said Executrices shall also have full power and authority to sell any and all coal or mineral rights that I may own in real estate at the time of my decease, and for the purposes aforesaid, my said Executrices are hereby authorized to procure abstracts of title and to make, execute, acknowledge and deliver all deeds, instruments and conveyances which may be necessary in the premises, and to do any and all other acts to properly carry out the purpose and intent of this will, whether herein expressly mentioned or not. And I hereby will and provide that in the event of the death or disability of any of my Executrices, then the successor successors shall have the same right, authority in all respects as is herein given and granted to my said Executrices.

SIXTH: It is my will that if any beneficiary, heir or legatee under this, my last will and Testament, shall file any objections to this will, or bring any suit or proceedings in law or equity, intending to set aside or contest this will, then any part or portion of my estate bequeathed to such heir or heirs who shall bring such proceedings or shall permit his, her or their name or names, to be used in such proceedings, is hereby bequeathed to the other beneficiaries, who shall not in any manner interfere with this will. And, it is my will that any such heir or beneficiary who shall bring such proceeding to contest or set aside this will or shall permit his, her or their name to be used in such proceeding, shall be

absolutely disinherited and shall have no part in my estate of any kind or character.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal to this, my last Will and Testament, on this eighteenth day of May, in the year of our Lord one thousand nine hundred thirty-two.

Mary E. Lux (SEAL)

Before us, the undersigned witnesses, appeared Mary E. Lux, known to us to be the same person who signed and executed the above and foregoing instrument in writing and who signed the said instrument in our presence and declared the same to be her Last Will and Testament, and we at her request and in her presence and in the presence of each other, did subscribe our names hereto as attesting witnesses thereof. And we hereby certify that we believe the said Mary E. Lux at the time she signed and executed the said Last Will and Testament was of sound and disposing mind and memory and was acting of her own free will and volition, and was under no restraint whatever.

Witness our hands and seals this 18th day of May, A. D. 1932.

H. H. Clore (Seal)
J. R. Drake (Seal)
H. E. White (Seal)

FIRST CODICIL TO THE LAST WILL AND TESTAMENT OF MARY E. LUX.

I, Mary E. Lux of the Village of Lovington, County of Moultrie and State of Illinois, being of sound and disposing mind and memory, do hereby make, publish, ordain and declare this to be my First Codicil to my Last Will and Testament.

FIRST: It is my will that any inheritance tax that might be payable upon my estate to the State of Illinois or any estate tax that might be payable on said estate to the Internal Revenue Department of the Federal Government and any other like or similar taxes or charges which may be charged against my estate, shall be paid and satisfied by my executrices named in my Last Will and testament before making the division of my estate as provided in my Last Will and Testament. It is the purpose of this provision that my beneficiaries shall receive their respective shares of my estate without the burden of any taxes thereon, and that all such

taxes shall be paid, settled and discharged by my Executrices.

SECOND: In all other respects, I hereby ratify and confirm my last Will and Testament, executed and acknowledged by me on the eighteenth day of May, A. D. 1932.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal to this, the First Codicil to

my Last Will and Testament on this 14th day of June, in the year of Our Lord one thousand nine hundred thirty two.

Mary E. Lux (Seal)

Before us, the undersigned witnesses, appeared Mary E. Lux, known to us to be the same person who signed and executed the above and foregoing instrument in writing and who signed the said instrument in our presence and declared the same to be the First Codicil to her Last Will and Testament, and we at her request and in her presence and in the presence of each other, did subscribe our names hereto as attesting witnesses thereof. And we hereby certify that we believe the said Mary E. Lux at the time she signed and executed the First Codicil to her last Will and Testament was of sound and disposing mind and memory, and was acting of her own free will and volition and was under no restraint whatever.

Witness our hands and seals this 14th day of June, A. D. 1932.

Robert W. Martin (Seal)

Francis W. Purvis (Seal)

Iva Ashbrook (Seal)

June 11, 1936.

To: Susan Myrtle Harrison and Edna Kinzel Lux, Trustees under the Last Will and Testament of Mary E. Lux, Deceased:

I hereby authorize and request you to purchase the farm commonly known as the Frank W. Wacaser farm in Moultrie County, Illinois, consisting of 180.89 acres for $110 per acre from The Millikin Trust Company, Trustee, and I further authorize and request you to convert bonds in your possession as Trustees into cash for the purpose of paying for said farm. I hereby give my full consent and approval to the investment of trust funds in said farm, hereby releasing you from all liability and accountability for investing funds or bonds of the estate in real estate.

I understand that the legal description of said farm is as follows:

> Lots Six (6) in the division of the Samuel S. Wood Estate, commencing at the southeast corner of the northeast quarter (NE¼) of Section Twenty-two (22), Township Fifteen (15), North, Range Five (5), East of the 3rd Principal Meridian, North 31 chains, 36 links to the east line of Wabash Railroad right of way, thence southwesterly along line of said right of way 33 chains, 92 links, to east and west quarter section line, thence east on said line 12 chains and 93½ links to the place of beginning, containing 20.29 acres.
>
> Also lot seven (7) in the division of said estate, commencing at the southwest corner of the northwest quarter (NW¼) of Section Twenty-three (23), Township Fifteen (15), North range Five (5) East of the 3rd Principal Meridian, thence North on West Line of said Section 23, 31 chains 36 links to east line of Wabash Railroad right of way, thence northeasterly along line of said right of way 9 chains 59 links to the north line of said section, thence east 43½ links, thence south 40 chains, 21.8 links to the quarter section line, thence west on said line 4 chains 18½ links to the place of beginning, containing 15 acres.
>
> Also lot eight (8) of the division of said estate, commencing 18 chains 10.6 links west of the center of said section 23, thence west 18 chains 10.4 links to a point 4 chains 18½ links east of west line of section 23, thence North parallel with the west line of section 23, 40 chains 21.8 links, to a point in north line of said section 23, 36 chains 21 links west of the Northeast corner of the North West Quarter of said section 23, thence east on north line of said section 23, 18 chains 10.4 links, to a point in said line, 18 chains 10.6 links west of the North East corner of the North West Quarter of said Section 23, thence

"EXHIBIT B"

south 40 chains and 20.6 links to the place of beginning, containing 72.80 acres.

Also Lot 9 in the division of said estate, commencing at center of said section 23, thence west 18 chains and 10.6 links, thence North 40 chains, 20.6 links, to north line of said section 23, thence east 18 chains 10.6 links to a northeast corner of northwest quarter of section 23, thence south 40 chains 19½ links to the place of beginning, containing 72.80 acres, situated in Moultrie County, Illinois.

Very truly yours,

Susan Myrtle Harrison
Beneficiary

June 11, 1926.

To: Susan Myrtle Harrison and Edna Kinzel Lux, Trustees under the Last Will and Testament of Mary E. Lux, Deceased:

I hereby authorize and request you to purchase the tract farm commonly known as the Frank W. Wacaser farm in Moultrie County, Illinois, consisting of 180.89 acres for $110 per acre from The Millikin Trust Company, Trustee, and I further authorize and request you to convert bonds in your possession as Trustees into cash for the purpose of paying for said farm. I hereby give my full consent and approval to the investment of trust funds in said farm, hereby releasing you from all liability and accountability for investing funds or bonds of the estate in real estate.

I understand that the legal description of said farm is as follows:

Lots Six (6) in the division of the Samuel S. Wood Estate, commencing at the southeast corner of the northeast quarter (NE¼) of Section Twenty-two (22), Township Fifteen (15), North, Range Five (5), East of the 3rd Principal Meridian, North 31 chains, 38 links to the east line of Wabash Railroad right of way, thence southwesterly along line of said right of way 33 chains, 92 links, to east and west quarter section line, thence east on said line 18 chains and 93½ links to the place of beginning, containing 20.29 acres.

Also lot seven (7) in the division of said estate, commencing at the southwest corner of the northwest quarter (NW¼) of Section Twenty-three (23), Township Fifteen (15), North range Five (5) East of the 3rd Principal Meridian, thence North on West Line of said Section 23, 31 chains 38 links to east line of Wabash Railroad right of way, thence northeasterly along line of said right of way 9 chains 59 links to the north line of said section, thence east 45½ links, thence south 40 chains, 21.8 links to the quarter section line, thence west on said line 4 chains 18½ links to the place of beginning, containing 15 acres.

Also lot eight (8) of the division of said estate, commencing 18 chains 10.6 links west of the center of said section 23, thence west 18 chains 10.4 links to a point 4 chains 18½ links east of west line of section 23, thence North parallel with the west line of section 23, 40 chains 21.8 links, to a point in north line of said section 23, 38 chains 21 links west of the Northeast corner of the North West Quarter of said section 23, thence east on north line of said section 23, 18 chains 10.4 links, to a point in said line, 18 chains 10.6 links west of the North East corner of the North West Quarter of said Section 23, thence

"EXHIBIT C"

south 40 chains and 20.6 links to the place of beginning, containing 72.80 acres.

Also Lot 9 in the division of said estate, commencing at center of said section 23, thence west 18 chains and 10.6 links, thence North 40 chains, 20.6 links, to north line of said section 23, thence east 18 chains 10.6 links to a northeast corner of northwest quarter of section 25, thence south 40 chains 19½ links to the place of beginning, containing 72.80 acres, situated in Moultrie County, Illinois.

Very truly yours,

Harry Howard Harrison
Beneficiary

To: Susan Myrtle Harrison and Edna Kinzel Lux, Trustees under the Last Will and Testament of Mary E. Lux, Deceased:

I hereby authorize and request you to purchase the farm commonly known as the Frank W. Wacaser farm in Moultrie County, Illinois, consisting of 180.89 acres for $110 per acre from The Millikin Trust Company, Trustee, and I further authorize and request you to convert bonds in your possession as Trustees into cash for the purpose of paying for said farm. I hereby give my full consent and approval to the investment of trust funds in said farm, hereby releasing you from all liability and accountability for investing funds or bonds of the estate in real estate.

I understand that the legal description of said farm is as follows:

Lots Six (6) in the division of the Samuel S. Wood Estate, commencing at the southeast corner of the northeast quarter (NE¼) of Section Twenty-two (22), Township Fifteen (15), North, Range Five (5), East of the 3rd Principal Meridian, North 31 chains, 36 links to the east line of Wabash Railroad right of way, thence southwesterly along line of said right of way 33 chains, 92 links, to east and west quarter section line, thence east on said line 12 chains and 93½ links to the place of beginning, containing 20.29 acres.

Also lot seven (7) in the division of said estate, commencing at the southwest corner of the northwest quarter (NW¼) of Section Twenty-three (23), Township Fifteen (15), North range Five (5) East of the 3rd Principal Meridian, thence North on West Line of said Section 23, 31 chains 36 links to east line of Wabash Railroad right of way, thence northeasterly along line of said right of way 9 chains 59 links to the north line of said section, thence east 43½ links, thence south 40 chains, 21.8 links to the quarter section line, thence west on said line 4 chains 18½ links to the place of beginning, containing 15 acres.

Also lot eight (8) of the division of said estate, commencing 18 chains 10.6 links west of the center of said section 23, thence west 18 chains 10.4 links to a point 4 chains 18½ links east of west line of section 23, thence North parallel with the west line of section 23, 40 chains 21.8 links, to a point in north line of said section 23, 36 chains 21 links west of the Northeast corner of the North West Quarter of said section 23, thence east on north line of said section 23, 18 chains 10.4 links, to a point in said line, 18 chains 10.6 links west of the North East corner of the North West Quarter of said Section 23, thence

"EXHIBIT D"

south 40 chains and 20.6 links to the place of beginning, containing 72.80 acres.

Also Lot 9 in the division of said estate, commencing at center of said section 23, thence west 18 chains and 10.6 links, thence North 40 chains, 20.6 links, to north line of said section 23, thence east 18 chains 10.6 links to a northeast corner of northwest quarter of section 23, thence south 40 chains 19½ links to the place of beginning, containing 72.80 acres, situated in Moultrie County, Illinois.

Very truly yours,

Tyler Lee Harrison

Beneficiary

plaintiffs as trustees, which may be converted into cash and invested in said land, or in or to the proceeds of said securities which may be used to purchase said real estate.

(i) That plaintiffs may have such other and further relief in the premises as to your Honor seems just and meet.

Susan Myrtle Harrison

Edna Kimpel Lux

Trustees under the Last Will and Testament of MARY E.LUX, Deceased.

Susan Myrtle Harrison

Not as Trustee, but Personally and individually.

Sullivan, Illinois.

Attorney for Plaintiffs.

STATE OF ILLINOIS } ss
COUNTY OF MOULTRIE }

IN THE CIRCUIT COURT
OF MOULTRIE COUNTY
IN CHANCERY.

SUSAN MYRTLE HARRISON and
EDNA KINZEL LUX, as Trustees
under the Last Will and Testament
of MARY E. LUX, deceased, and
SUSAN MYRTLE HARRISON, an
individual,

Plaintiffs

-vs-

HARRY HOWARD HARRISON and
LYLE LUX HARRISON,

Defendants.

No. 36-63

ORDER and DECREE OF COURT.

This matter, coming on to be heard upon the Complaint, and the written Entries of Appearance of all defendants filed herein, and the Court, having heard the testimony of witnesses, and being fully advised in the premises, doth find:

1. That it has jurisdiction of all of the parties hereto and of the subject matter hereof.

2. That SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, Trustees under the Last Will and Testament of MARY E. LUX, deceased, and SUSAN MYRTLE HARRISON, not as Trustee, but personally and in her individual capacity, filed their complaint in the above entitled cause, in this Court on the 27th day of June A. D. 1936.

3. That HARRY HOWARD HARRISON and LYLE LUX HARRISON, defendants in the above entitled cause, filed their written Entries of Appearance and Consent to a Decree, consenting that all orders and decrees might be entered and proceedings had herein with the same force and effect as though they had been personally served with process of summons, as provided by the Statute, more than twenty (20) days prior to June 29th, 1936, and they further thereby waived and released all errors that might intervene in this cause, and further expressly consented to the entering of this Decree forthwith.

4. The Court further finds that the said MARY E. LUX departed this life on the 16th day of September A. D. 1933, at Decatur, Illinois, a resident of the Village of Lovington, in the County of Moultrie and State of Illinois.

5. The Court further finds that an instrument, purporting to be the Last Will and Testament of Mary E. Lux, deceased, was filed in the office of the Clerk of the County Court of Moultrie County of the 19th day of September A. D. 1933, and that on the 10th day of October A. D. 1933, the aforesaid instrument was established and admitted to Probate, as the Last Will and Testament of MARY E. LUX, deceased, by the County Court of Moultrie County; that a true copy of said last will and testament is attached to the Complaint herein.

6. The Court further finds that plaintiffs SUSAN MYRTLE HARRISON and EDNA KINZEL LUX were granted Letters Testamentary, as executrices, in accordance with the terms and provisions of said Last Will and Testament of Mary E. Lux, deceased, by

the County Court of Moultrie County on the 10th day of October A. D. 1933.

7. That Susan Myrtle Harrison and Edna Kinzel Lux qualified as executrices of the Last Will and Testament of Mary E. Lux, deceased, and have been acting since the date of said appointment and are now the qualified and acting executrices of the Last Will and Testament of Mary E. Lux, deceased.

8. The Court further finds that under the terms of the Last Will and Testament of Mary E. Lux, deceased, SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, were nominated and appointed as trustees to hold, manage and control the funds of two-thirds of said estate and to pay to SUSAN MYRTLE HARRISON all net interest and income, and the same is collected for her personal use and benefit as long as she shall live; and that said SUSAN MYRTLE HARRISON and EDNA KINZEL LUX are now the duly appointed, qualified and acting Trustees under the Last Will and Testament of the said Mary E. Lux, deceased.

9. The Court further finds that said SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, acting in the capacity of executrices, paid, satisfied and discharged all of the just debts and funeral expenses of Mary E. Lux, deceased, and all claims that were filed in said estate.

10. The Court further finds that SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, acting in the capacity of executrices, did turn over and give to SUSAN MYRTLE HARRISON and to the grand-children named in said Last Will and Testament, the household goods and personal chattels and effects, as provided in the said Last Will and Testament of Mary E.Lux,deceased.

11. The Court further finds that the said executrices of the Last Will and Testament of MARY E. LUX, deceased, did, under the terms of the Last Will and Testament, convert certain real estate into money. That said executrices collected all the rentals from the properties left by the said Mary E. Lux, deceased, until the day of the sale of the same.

12. The Court further finds that after the payment of the just debts and funeral expenses, taxes and insurance, upon the properties, and costs and expenses of the sale of the property, costs and expenses of administration of the estate of Mary E. Lux, deceased, a partial distribution was made by the executrices, in accordance with the terms and provisions of the Last Will and Testament of Mary E. Lux, deceased.

13. The Court further finds that a partial distribution was made in the amount of FIFTY ONE THOUSAND DOLLARS ($51,000.00); that said amount was in United States Government Bonds; and that it was divided according to the Last Will and Testament of Mary E. Lux, deceased, that is to say:

To FAY KINZEL LUX, an equal one-third (1/3) portion of the partial distribution, namely Seventeen Thousand Dollars ($17,000) in Government Bonds.

To SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, as Trustees, under the Last Will and Testament of Mary E. Lux, deceased, two-thirds (2/3) of the partial distribution, namely Thirty Four Thousand Dollars ($34,000) in Government Bonds.

14. The Court further finds that HARRY HOWARD HARRISON and LYLE LUX HARRISON are of legal age, and are residents of the State of Illinois.

15. The Court further finds that the defendants HARRY HOWARD HARRISON and LYLE LUX HARRISON, survived the said testatrix, Mary E. Lux, and that they are now vested with the full, complete and absolute title to all of said trust estate, in the hands of the said SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, as Trustees under the Last Will and Testament of Mary E. Lux, deceased, subject, however, to the rights of SUSAN MYRTLE HARRISON to receive the net income from said trust estate for and during the term of her natural life.

16. The Court further finds that a second partial distribution was made by the said executrices under the Last Will and Testament of Mary E. Lux, deceased. That said Partial Distribution was made in the form of Government Bonds and in the sum of NINE HUNDRED DOLLARS ($900.00); that said FAY KINZEL LUX received an equal one-third (1/3) portion of the nine hundred dollars in government bonds, and that the said SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, trustees, under the Last Will and Testament of Mary E. Lux, deceased, received the sum of SIX HUNDRED DOLLARS in Government Bonds, being a two-thirds (2/3) portion thereof.

17. The Court further finds that SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, as trustees, have on hand the sum of THIRTY FOUR THOUSAND SIX HUNDRED DOLLARS ($34,600) in Government Bonds, and that no person or persons have any right, title, claim or interest in or to said bonds or any part thereof, present

or future, vested or contingent, except the parties hereto.

18. The Court further finds that since the death of the said Mary E. Lux, deceased, the interest on Government Bonds has diminished and decreased from time to time and that the Government has called a number of said Bonds, and has reissued new bonds in lieu thereof, at a lesser rate of interest. That at the time of the death of the said Mary E. Lux, bonds were paying four and one-fourth per cent (4¼%) interest, and that, at the present time bonds are paying approximately three (3) per cent.

19. The Court finds that the beneficiaries of said Trust Estate have requested SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, Trustees, to purchase certain real estate from the Millikin Trust Company, Trustee, said real estate being a farm commonly known as the Frank W. Wacaser Farm, in Moultrie County, Illinois; said farm consisting of 180.89 acres; at a price of $110.00 per acre, free and clear of all incumbrance except one-half of the taxes for the year 1936.

20. The Court further finds that said land is all rich, black, fertile land, reasonably well improved; that the price and consideration is reasonable; that said land lies in the immediate vicinity of other lands owned by the beneficiaries under the Trust Estate.

21. The Court further finds that it will be for the best interests of said estate for the Trustees under the Last Will and Testament of Mary E. Lux, deceased, to convert a sufficient amount of said Trust Fund into cash, and to invest the same in the aforesaid real estate.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, are the duly appointed, qualified and acting Trustees under the terms and provisions of the Last Will and Testament of Mary E. Lux, deceased.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants, HARRY HOWARD HARRISON and LYLE LUX HARRISON are each vested with an undivided one-half interest in the trust estate now in the possession of plaintiffs as trustees, subject only to the right of the said SUSAN MYRTLE HARRISON to receive the net income therefrom during the term of her natural life; and that no person or persons have any right, title, claim or interest in or to said trust estate or any part thereof, present or future, vested or contingent except the parties to this proceeding who are all adults and under no disability.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the said SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, as Trustees under the last Will and Testament of Mary E. Lux, deceased, be and they are hereby authorized, directed and fully empowered as such trustees to convert into cash a sufficient amount of securities now in their possession as Trustees, to produce the sum of Nineteen Thousand, Eight Hundred Ninety Seven and ninety-hundredths ($19,897.90) Dollars and to use the same for the purchase from The Millikin Trust Company, Trustee, of the following described real estate:

Lots Six (6) in the division of the Samuel S.Wood Estate,commencing at the Southeast corner of the northeast quarter (NE¼) of Section Twenty-two (22),Township Fifteen (15), North, Range Five (5), East of the 3rd Principal Meridian, North 31 chains, 36 links to the east line of Wabash Railroad right of way, thence southwesterly along line of said right of way 33 chains, 92 links,to east and west quarter section line, thence east on said line 12 chains and 93½ links to the place of beginning,containing 20.29 acres.

Also lot Seven (7) in the division of said estate, commencing at the southwest corner of the northwest quarter (NW¼) of Section Twenty-three (23),Township Fifteen, (15), North range Five (5) East of the 3rd Principal Meridian, thence North on West Line of said Section 23, 31 chains 36 links to east line of Wabash Railroad right of way, thence northeasterly along line of said right of way 9 chains 59 links to the north line of said section,thence east 43½ links,thence south 40 chains, 21.8 links to the quarter section line,thence west on said line 4 chains, 18½ links to the place of beginning,containing 15 acres.

Also lot eight (8) of the division of said estate, commencing 18 chains 10.6 links west of the center of said section 23, thence west 18 chains 10.4 links to a point 4 chains 18½ links east of west line of section 23, thence North parallel with the west line of section 23, 40 chains 21.8 links,to a point in north line of said section 23, 36 chains 21 links west of the Northeast corner of the North West Quarter of said Section 23,thence east on north line of said section 23, 18 chains 10.4 links,to a point in said line, 18 chains 10.6 links west of the North East corner of the Northwest Quarter of said Section 23, thence south 40 chains and 20.6 links to the place of beginning, containing 72.80 acres.

Also Lot 9 in the division of said estate, commencing at center of said section 23,thence west 18 chains and 10.6 links,thence North 40 chains,20.6 links, to north line of said section 23, thence east 18 chains 10.6 links to a northeast corner of northwest quarter of section 23, thence south 40 chains 19½ links to the place of beginning, containing 72.80 acres,situated in Moultrie County,Illinois,

and to take and hold the title thereto as Trustees under the terms and provisions of said Last Will and Testament, and that said Trustees be, and they are hereby further authorized, directed and fully empowered to take any and all steps necessary to consumate said purchase.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties hereto in whatever capacity, their heirs, legatees, devisees, executors, administrators and assigns, be and they are hereby forever enjoined from claiming directly or indirectly, now or hereafter, any right, title or interest in or to the securities so ordered to be converted into cash, and invested in said real estate, or the income of said securities so ordered to be converted into cash and invested in said real estate or from claiming or asserting any right, title, claim or interest in or to the proceeds of said securities which may be used to purchase said real estate.

All of which is so found, ordered, adjudged and decreed by the Court this 27th day of June A. D. 1936.

J. L. McLaughlin
Circuit Judge.

We approve and consent to the foregoing decree.

Susan Myrtle Harrison

Harry Howard Harrison

Lyle Lee Harrison

IN THE CIRCUIT COURT
OF MCULTRIE COUNTY
IN CHANCERY

.....

SUSAN MYRTLE HARRISON and
EDNA KINZEL LUX, Trustees,
etc. et al
Plaintiffs

-vs-

HARRY HOWARD HARRISON et al.
Defendants.

.....

ORDER AND DECREE OF COURT.

.....

App. 402

COMPARED

FILED

Francis W. Pungis
Attorney at Law
Sullivan, Illinois

525

THE GRANTORS, SUSAN MYRTLE HARRISON and EDNA KINZEL LUX, Trustees under the Last Will and Testament of Mary E. Lux, deceased, of the Village of Lovington, in the County of Moultrie and State of Illinois, for and in consideration of One Dollar and other good and valuable consideration, CONVEY AND QUIT CLAIM TO SUSAN MYRTLE HARRISON for and during her natural life, then to HARRY HOWARD HARRISON and LYLE LUX HARRISON in fee simple, share and share alike as provided by Sub-section B of the third paragraph of the Last Will and Testament of Mary E. Lux, deceased, the following described real estate, to wit:

Lots Six (6) in the division of the Samuel S. Wood Estate, commencing at the Southeast corner of the Northeast quarter (NE¼) of Section Twenty two (22), Township Fifteen (15) North, Range Five (5) East of the Third Principal Meridian, North 31 chains, 36 links to the east line of Wabash Railroad Right of Way, thence southwesterly along line of said right of way 33 chains, 92 links, to east and west quarter section line, thence east on said line 12 chains and 93½ links to the place of beginning, containing 20.29 acres.

Also Lot Seven (7) in the division of said estate, commencing at the Southwest corner of the northwest quarter (NW¼) of Section twenty three (23) Township Fifteen (15) North, Range Five (5) East of the third Principal Meridian, thence North on West line of said Section 23, 31 chains, 36 links to east line of Wabash Railroad right of way, thence northeasterly along line of said right of way 9 chains 59 links to the north line of said section, thence east 43½ links, thence south 40 chains, 21.8 links to the quarter section line, thence west on said line 4 chains 18½ links to the place of beginning, containing 15 acres.

Also Lot eight (8) of the division of said estate, commencing 18 chains 10.6 links west of the center of said section 23, thence west 18 chains 10.4 links to a point 4 chains 18½ links east of the west line of section 23, thence north parallel with the west line of section 23, 40 chains 21.8 links, to a point in north line of said section 23, 36 chains 21 links west of the Northeast corner of the North west Quarter of said Section 23, thence east on north line of said section 23, 18 chains, 10.4 links, to a point in said line, 18 chains 10.6 links west of the Northeast corner of the Northwest quarter of said Section 23, thence south 40 chains and 20.6 links to the place of beginning, containing 72.80 acres

Also Lot 9 in the division of said estate, commencing at center of said section 23, thence west 18 chains and 10.6 links thence North 40 chains, 20.6 links, to north line of said Section 23, thence east 18 chains 10.6 links to a northeast corner of northwest quarter of section 23 , thence south 40 chains 19½ links to the place of beginning, containing 72.80 acres, situated in Moultrie County, Illinois.

This deed is made in pursuance to an order entered by the Circuit Court of Moultrie County, on the 3rd day of October A.D. 1936.

Dated this 3rd day of October, A.D. 1936.

Susan Myrtle Harrison and Edna Kinzel Lux (Seal)
Trustees under the Last Will and
Testament of Mary E. Lux, deceased

State of Illinois)
County of Moultrie) ss

I, Francis W. Purvis, a notary public, in and for said County, in the State aforesaid, do hereby certify that Susan Myrtle Harrison, and Edna Kinzel Lux, Trustees under the Last Will and Testament of Mary E. Lux, deceased, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed and sealed and delivered the said instrument as their free and voluntary aft, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 3rd day of October, A.D. 1936.

Francis W. Purvis
Notary Public

(Notarial Seal)

#51263 Filed for record the 20 day of October, A.D. 1936 at 10:00 A.M.

Ivan D. Wood, Recorder

PIATT COUNTY 235.6 ACRES

Tax Year	Name Assessed	Property Description	TAX AMOUNT	PAID BY WHOM
1920	PETER LUX ESTATE	NE (158.50 ACRES)	$ 136.24	STATE BANK/HAMMOND
1920	PETER LUX ESTATE	N 1/2 & SE (77 ACRES)	$ 115.82	STATE BANK/HAMMOND
1921	PETER LUX ESTATE	NE		MARY E. LUX
1921	PETER LUX ESTATE	N 1/2 AND SE		MARY E. LUX
1922	PETER LUX ESTATE	NE	$ 253.52	MARY E. LUX
1922	PETER LUX ESTATE	N 1/2 AND SE	$ 118.10	MARY E. LUX
1923	PETER LUX ESTATE	NE	$ 245.07	MARY E. LUX
1923	PETER LUX ESTATE	N 1/2 AND SE	$ 112.43	MARY E. LUX
1924	PETER LUX ESTATE	NE	$ 253.89	FAY LUX
1924	PETER LUX ESTATE	N 1/2 AND SE	$ 116.46	FAY LUX
1925	PETER LUX ESTATE	NE	$ 266.49	FAY LUX
1925	PETER LUX ESTATE	N 1/2 AND SE	$ 122.24	FAY LUX
1926	PETER LUX ESTATE	NE	$ 253.26	FAY LUX
1926	PETER LUX ESTATE	N 1/2 AND SE	$ 116.18	FAY LUX
1927	PETER LUX ESTATE	NE	$ 216.35	FAY LUX
1927	PETER LUX ESTATE	N 1/2 AND SE	$ 98.99	FAY LUX
1928	PETER LUX ESTATE	NE	$ 225.96	FAY LUX
1928	PETER LUX ESTATE	N 1/2 AND SE	$ 103.27	FAY LUX
1929	PETER LUX ESTATE	NE	$ 236.41	FAY LUX
1929	PETER LUX ESTATE	N 1/2 AND SE	$ 108.03	FAY LUX
1930	PETER LUX ESTATE	NE	$ 237.73	FAY LUX
1930	PETER LUX ESTATE	N 1/2 AND SE	$ 108.64	FAY LUX
1931	PETER LUX ESTATE	NE	$ 205.70	FAY LUX
1931	PETER LUX ESTATE	N 1/2 AND SE	$ 92.92	FAY LUX
1932	PETER LUX ESTATE	NE	$ 191.98	FAY LUX
1932	PETER LUX ESTATE	N 1/2 AND SE	$ 86.98	FAY LUX
1933	PETER LUX ESTATE	NE	$ 131.20	FAY LUX
1933	PETER LUX ESTATE	N 1/2 AND SE	$ 59.22	FAY LUX
1934	PETER LUX ESTATE	NE	$ 153.02	FAY LUX
1934	PETER LUX ESTATE	N 1/2 AND SE	$ 69.08	FAY LUX
1935	PETER LUX ESTATE	NE		FAY LUX
1935	PETER LUX ESTATE	N 1/2 AND SE		FAY LUX
1936	PETER LUX ESTATE	NE	$ 167.98	FAY LUX
1936	PETER LUX ESTATE	N 1/2 AND SE	$ 75.84	FAY LUX
1937	PETER LUX ESTATE	NE	$ 175.98	FRANCIS PURVIS
1937	PETER LUX ESTATE	N 1/2 AND SE	$ 79.46	FRANCIS PURVIS
1938	PETER LUX ESTATE	NE	$ 213.84	FAY LUX PURVIS
1938	PETER LUX ESTATE	N 1/2 AND SE	$ 89.72	FAY LUX PURVIS

Tax Year	Name Assessed	Property Description	TAX AMOUNT	PAID BY WHOM
1939	PETER LUX ESTATE	NE	$ 213.84	FAY LUX PURVIS
1939	PETER LUX ESTATE	N 1/2 AND SE	$ 89.46	FAY LUX PURVIS
1940	PETER LUX ESTATE	NE	$ 223.40	FAY LUX PURVIS
1940	PETER LUX ESTATE	N 1/2 AND SE	$ 94.50	FAY LUX PURVIS
1941	PETER LUX ESTATE	NE	$ 240.06	FAY LUX PURVIS
1941	PETER LUX ESTATE	N 1/2 AND SE	$ 100.72	FAY LUX PURVIS
1942	PETER LUX ESTATE	NE	$ 198.08	FAY LUX PURVIS
1942	PETER LUX ESTATE	N 1/2 AND SE	$ 83.06	FAY LUX PURVIS
1943	PETER LUX ESTATE	NE	$ 223.04	FAY LUX PURVIS
1943	PETER LUX ESTATE	N 1/2 AND SE	$ 94.50	FAY LUX PURVIS
1944	PETER LUX ESTATE	NE	$ 235.74	FAY LUX PURVIS
1944	PETER LUX ESTATE	N 1/2 AND SE	$ 99.74	FAY LUX PURVIS
1945	PETER LUX ESTATE	NE	$ 225.72	FAY LUX PURVIS
1945	PETER LUX ESTATE	N 1/2 AND SE	$ 95.48	FAY LUX PURVIS
1946	PETER LUX ESTATE & FAYE LUX	NE	$ 333.86	FAY LUX PURVIS
1946	PETER LUX ESTATE & FAYE LUX	N 1/2 AND SE	$ 141.24	FAY LUX PURVIS
1947	FAYE LUX PURVIS	NE	$ 197.11	FAY LUX PURVIS
1947	FAYE LUX PURVIS	N 1/2 AND SE	$ 166.76	FAY LUX PURVIS

STATE OF ILLINOIS
MOULTRIE COUNTY
Filed for record
Date 12/17/03
Hour 10:45 o'clock A M
Doc. # 270770
Recorded As 03D-736
of Deeds
Georgia C. Englund
RECORDER

TRUSTEE'S DEED

The Grantor, **US Bank, N.A., a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and administer trusts within the State of Illinois, having its banking house in the City of Springfield, County of Sangamon, and State of Illinois, not personally, but as Trustee under the provisions of a Trust created under the Will of Harry H. Harrison, dated the 19th day of June, 1969, and known as Trust No. 3542,** for and in consideration of the sum of Two and More Dollars in hand paid, and other good and valuable consideration, CONVEYS and WARRANTS to **Charlotte H. Huggins, City of Wilmette, County of Cook, State of Illinois and Roger L. Harrison, of the City of Evanston, County of Cook, and State of Illinois, as tenants in common,** the following-described real estate:

Undivided one-half interest in part of the Northeast Quarter (NE ¼) of Section 22, Township 15 North, Range 5 East of the Third Principal Meridian, containing 20.20 acres; and all of the Northwest Quarter (NW ¼) of Section 23, Township 15 North, Range 5 East of the Third Principal Meridian, containing 180.60 acres; located in Lovington Township, Moultrie County, Illinois.

Situated in MOULTRIE COUNTY, ILLINOIS.

Commonly known as: Farmland
Tax ID Number: 02-02-22-000-201 and 02-02-23-000-100

This conveyance is made subject to any unreleased liens and encumbrances, to taxes for the year 2003 and subsequent years, to any and all restrictive covenants and building restrictions of record, and to easements of record and in place.

This Deed is made, executed and delivered pursuant to and in the exercise of the powers and authority granted to and vested in the Grantor by the terms and provisions of the Trust Agreement and by the Deed in Trust granting and conveying the aforesaid real estate to it and pursuant to resolution of the Board of Directors of said Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its Vice President and Trust Officer and its corporate seal to be hereto affixed attested by its AVP + STO, this 15 day of December, 2003.

US Bank, N.A., as Trustee under the provisions of a Trust created under the Will of Harry H. Harrison, dated the 19th day of June, 1969, and known as Trust No. 3542

By: _____
Its: Vice President and Trust Officer

ATTEST: _____
Its AVP + STO

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas Gallagher as Vice President and Trust Officer and Mathew Sanders as Asst Vice President of **US Bank, N.A.** as Trustee under the provisions of a Trust Agreement under the Will of Harry H. Harrison, dated June 19, 1969, and known as Trust No. 3542, personally known to me to be the Vice President and Trust Officer and Asst Vice President of said Bank, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such officers, they signed, sealed and delivered the foregoing instrument and caused the corporate seal of said Bank to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said Trustee for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors.

Given under my hand and notarial seal this 15 day of December, 2003.

OFFICIAL SEAL
BETTY ASMUSSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/20/06

Betty K Asmussen
Notary Public

Return Deed to:
Thomas Gallagher, Vice President and Trust Officer
US Bank, N.A
205 S. 5th Street
Springfield, IL 62701

Grantee's Address & Mail Tax Bill to:
Roger L. Harrison
1007 Ashland Ave.
Evanston, IL 60202

Prepared by:
Brown, Hay & Stephens
Dwight H. O'Keefe, III
P.O. Box 2459
Springfield, IL 62705
(217) 544-8491

Exempt under the provisions of Section 31-45 (e) of the Illinois Real Estate Transfer Tax Law,

121503
Date

Seller, Buyer or Representative

STATE OF ILLINOIS
MOULTRIE COUNTY
Filed for record
Date 01/06/04
Hour 1:07 o'clock P M
Doc. # 270891
Recorded As 04D-008
of Deeds
Georgia G. England
RECORDER

CORRECTIVE TRUSTEE'S DEED

The Grantor, **US Bank, N.A., a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and administer trusts within the State of Illinois, having its banking house in the City of Springfield, County of Sangamon, and State of Illinois, not personally, but as Trustee under the provisions of a Trust created under the Will of Harry H. Harrison, dated the 19th day of June, 1969, and known as Trust No. 3542,** for and in consideration of the sum of Two and More Dollars in hand paid, and other good and valuable consideration, CONVEYS and WARRANTS to **Charlotte H. Huggins, City of Wilmette, County of Cook, State of Illinois and Roger L. Harrison, of the City of Evanston, County of Cook, and State of Illinois, as tenants in common**, the following-described real estate:

Part of the Northeast Quarter of Section 22 described as follows:

Commencing at the Southeast corner of the said Northeast Quarter, North 31 chains, 36 links to the East line of the Wabash Railroad Right of Way, thence Southwesterly along the line of said right of way 33 chains, 92 links, to the East and West Quarter section line, thence East on said line 12 chains and 93 ½ links to the place of beginning. All in the Northwest Quarter of Section 22, Township 15 North, Range 5 East of the Third Principal Meridian, containing 20.29 acres; and, all of the Northwest Quarter (NW ¼) of Section 23; Township 15 North, Range 5 East of the Third Principal Meridian, containing 160.6 acres.

Situated in Lovington Township, Moultrie County, Illinois

Commonly known as: Farmland
Tax ID Number: 02-02-22-000-201 and 02-02-23-000-100

This conveyance is made subject to any unreleased liens and encumbrances, to taxes for the year 2003 and subsequent years, to any and all restrictive covenants and building restrictions of record, and to easements of record and in place.

This Deed is made, executed and delivered pursuant to and in the exercise of the powers and authority granted to and vested in the Grantor by the terms and provisions of the Trust Agreement and by the Deed in

Trust granting and conveying the aforesaid real estate to it and pursuant to resolution of the Board of Directors of said Grantor.

This Deed corrects the legal description contained in a Deed recorded December 17, 2003, as document number 27 0770 between the same parties.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its Vice President and Trust Officer and its corporate seal to be hereto affixed attested by its AVP + TO, this 30 day of December, 2003.

US Bank, N.A., as Trustee under the provisions of a Trust created under the Will of Harry H. Harrison, dated the 19th day of June, 1969, and known as Trust No. 3542

By: _____
Its: Vice President and Trust Officer

ATTEST: _____
Its Asst Vice President + T.O.

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas Gallagher as Vice President and Trust Officer and Mary Jo Jansen as AVP + TO of **US Bank, N.A.** as Trustee under the provisions of a Trust Agreement under the Will of Harry H. Harrison, dated June 19, 1969, and known as Trust No. 3542, personally known to me to be the Vice President and Trust Officer and AVP + TO of said Bank, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such officers, they signed, sealed and delivered the foregoing instrument and caused the corporate seal of said Bank to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said Trustee for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors.

Given under my hand and notarial seal this 30 day of December, 2003.

_____
Notary Public

OFFICIAL SEAL
BETTY ASMUSSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/29/08

Return Deed to:
Thomas Gallagher, Vice President and Trust Officer
US Bank, N.A
205 S. 5th Street
Springfield, IL 62701

Prepared by:
Brown, Hay & Stephens
Dwight H. O'Keefe, III
P.O. Box 2459
Springfield, IL 62705
(217) 544-8491

Grantee's Address & Mail Tax Bill to:
Roger L. Harrison
1007 Ashland Ave.
Evanston, IL 60202

Exempt under the provisions of Section 31-45 (e) of the Illinois Real Estate Transfer Tax Law,

12/30/03
Date

Seller, Buyer or Representative

App. 411

293937
RECORDED ON
11/01/2011 03:33:01PM
PAGES: 4 REF#: 11D-410
PLAT CAB:
GEORGIA C. ENGLAND
CLERK & RECORDER
MOULTRIE COUNTY, IL
RHSP FEE: 10.00

Grantee's Address and Mail Tax Bill to:
Roger L. Harrison
1007 Ashland Ave.
Evanston, IL 60202

Return Deed to:
Matthew Sandvos,
Vice President and Trust Officer
US Bank, N.A
205 S. Fifth Street
Springfield, IL 62701

Prepared by:
Brown, Hay & Stephens
Dwight H. O'Keefe, III
P.O. Box 2459
Springfield, IL 62705
(217) 544-8491

CORRECTIVE TRUSTEE'S DEED

The Grantor, **US Bank, N.A., a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and administer trusts within the State of Illinois, having its banking house in the City of Springfield, County of Sangamon, and State of Illinois, not personally, but as Trustee under the provisions of a Trust created under the Will of Harry H. Harrison, dated the 19th day of June, 1969, and known as Trust No. 3542**, for and in consideration of the sum of Two and More Dollars in hand paid, and other good and valuable consideration, CONVEYS and WARRANTS to **Charlotte H. Huggins, City of Wilmette, County of Cook, State of Illinois and Roger L. Harrison, of the City of Evanston, County of Cook, and State of Illinois, as tenants in common,** the following-described real estate:

An undivided one-half interest in part of the Northeast Quarter of Section 22 described as follows:

Commencing at the Southeast corner of the said Northeast Quarter, North 31 chains, 36 links to the East line of the Wabash Railroad Right of Way, thence Southwesterly along the line of said right of way 33 chains, 92 links, to the East and West Quarter section line, thence East on said line 12 chains and 93 ½ links to the place of beginning. All in the Northeast Quarter of Section 22, Township 15 North, Range 5 East of the Third Principal Meridian, containing 20.29 acres;

AND

An undivided one-half interest in all of the Northwest Quarter (NW ¼) of Section 23, Township 15 North, Range 5 East of the Third Principal Meridian, containing 160.6 acres. Also described as set forth on Attachment "A" appended to this Corrective Deed.
Situated in Lovington Township, Moultrie County, Illinois

Commonly known as: Farmland
Tax ID Number: 02-02-22-000-201 and 02-02-23-000-100

This conveyance is made subject to any unreleased liens and encumbrances, to taxes for the year 2003 and subsequent years, to any and all restrictive covenants and building restrictions of record, and to easements of record and in place.

This Deed is made, executed and delivered pursuant to and in the exercise of the powers and authority granted to and vested in the Grantor by the terms and provisions of the Trust Agreement and by the Deed in Trust granting and conveying the aforesaid real estate to it and pursuant to resolution of the Board of Directors of said Grantor.

This Deed corrects the legal description contained in a Deed recorded December 17, 2003, as document number 270770 between the same parties as well as a Corrective Trustee's Deed recorded January 6, 2004, as Document 040008.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its Vice President and Trust Officer and its corporate seal to be hereto affixed attested by its Vice President, this 27 day of July, 2011.

US Bank, N.A., as Trustee under the provisions of a Trust created under the Will of Harry H. Harrison, dated the 19th day of June, 1969, and known as Trust No. 3542

By: _____ V.P.
Its: Vice President and Trust Officer

ATTEST: Mary Jo Janssen
Its Vice President + Trust Officer

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Matthew Sandvos as Vice President and Trust Officer and Mary Jo Janssen as Vice President of **US Bank, N.A.** as Trustee under the provisions

of a Trust Agreement under the Will of Harry H. Harrison, dated June 19, 1969, and known as Trust No. 3542, personally known to me to be the Vice President and Trust Officer and Vice President & Trust Officer of said Bank, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such officers, they signed, sealed and delivered the foregoing instrument and caused the corporate seal of said Bank to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said Trustee for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors.

Given under my hand and notarial seal this 27th day of July, 2011.

OFFICIAL SEAL
JENNIFER L SALMON
Notary Public - State of Illinois
My Commission Expires Jun 4, 2015

Jennifer L. Salmon
Notary Public

Exempt under provisions of Section 31-45(e) of the Real Estate Transfer Tax law (35 ILCS 200/31-45(e)).

07271.
Date

Seller, Buyer or Representative

ATTACHMENT "A"

Lot Seven (7) in the division of the Samuel S. Wood Estate, commencing at the Southwest corner of the Northwest Quarter (NW1/4) of Section Twenty-three (23), Township Fifteen (15) North, Range Five (5) East of the 3rd P.M., thence North on the West line of said Section 23, 31 chains, 36 links to the East line of the Wabash Railroad right of way, thence Northeasterly along line of said right of way 9 chains 59 links to the North line of said section, thence East 43 ½ links, thence South 40 chains, 21.8 links to the quarter section line, thence West on said line 4 chains 181/2 links to the place of beginning.

AND

Lot Eight (8) of the division of said estate, commencing 18 chains 10.6 links West of the center of said Section 23, thence West 18 chains 10.4 links to a point 4 chains 18 ½ links East of the West line of Section 23, thence North parallel with the West line of Section 23, 40 chains 21.8 links, to a point in the North line of said Section 23, 36 chains 21 links West of the Northeast corner of the Northwest Quarter (NW1/4) of said Section 23, thence East on the North line of said Section 23, 18 chains, 10.4 links, to a point in said line, 18 chains 10.6 links West of the Northeast corner of the Northwest Quarter (NW1/4) of said Section 23, thence South 40 chains and 20.6 links to the place of beginning.

AND

Lot Nine (9) in the division of said estate, commencing at the center of said Section 23, thence West 18 chains and 10.6 links, thence North 40 chains, 20.6 links, to the North line of said Section 23, thence East 18 chains 10.6 links to the Northeast corner of the Northwest Quarter (NW1/4) of Section 23, thence South 40 chains 19 ½ links to the place of beginning, all situated in Moultrie County, Illinois.

PIN No.: 02-02-23-000-100

FILED
SEP 7 - 1973
Edward W. Ryan

The Will

of

Harry H. Harrison

I, Harry H. Harrison, residing and domiciled in Springfield, Illinois, revoke all wills and codicils previously made by me and make this my last will.

Item One. I direct that all estate, inheritance, succession, legacy or other transfer taxes, however designated, that shall become payable by reason of my death in respect of all property comprising my gross estate for death tax purposes, whether or not such property passes under this will, shall be paid out of my residuary estate, and I direct that the same shall not be apportioned.

Item Two. I give and bequeath my tangible personal property, including clothing, furniture, jewelry, articles of personal and household use and ornament and automobiles, but not including money or securities, to my wife, Bernadine M. Harrison.

Item Three. I give and devise my undivided one-half interest in part of the Northeast quarter of Section 22, Township 15, North Range 5, East of the 3d Principal Meridian, containing 20.20 acres; and all of the Northwest quarter of Section 23, Township 15, North Range 5, East of the 3d Principal Meridian, containing 180.60 acres; located in Lovington Township, Moultrie County, Illinois, to The First National Bank of Springfield, a national banking association located in Springfield, Illinois, as trustee, to have and to hold in trust for the uses and purposes hereinafter expressed. This trust shall be known as "Trust A."

Item Four. I give, devise and bequeath my entire residuary

estate, it being all of the rest, residue and remainder of my property, real and personal, wherever situated, including lapsed legacies and devises, to The First National Bank of Springfield, a national banking association located in Springfield, Illinois, as trustee, to have and to hold in trust for the uses and purposes hereinafter expressed. This trust shall be known as "Trust B."

Item Five. (a) The trustee shall pay all of the net income derived from both Trust A and Trust B to my wife, Bernadine M. Harrison, for and during her lifetime. Such payments shall be made in installments which suit the convenience of the trustee except that they must be made at least as often as semi-annually.

(b) Whenever the trustee determines that the income of my wife from all sources known to the trustee is not sufficient for her reasonable support and comfort, the trustee shall pay to her, or use for her benefit, such sums as the trustee determines to be required for those purposes from the principal of Trust A or Trust B, as the trustee selects.

Item Six. (a) Upon the death of my wife, Bernadine M. Harrison, the trustee shall distribute Trust A as it is then constituted to such person or persons, or to my wife's own estate, upon such conditions and estates, in trust or otherwise, with such powers, in such manner and at such time or times as she appoints and directs by her will, specifically referring to this general testamentary power of appointment.

(b) To the extent that my wife does not effectively exercise her power of appointment, Trust A shall, upon her death, or upon my death if she shall predecease me, be distributed in equal shares to my niece Charlotte Sue Huggins and to my nephew Roger Lyle Harrison, absolutely and in fee simple; the descendants of any of

FILED
SEP 7 - 1973
Edward W. Pyron
CLERK

them who may then be dead to take per stirpes the share of Trust A which his, her or their parent would have taken if living at the time of distribution thereof.

Item Seven. (a) Upon the death of my wife, Bernadine M. Harrison, the trustee shall pay the net income derived from Trust B to my wife's sister Ruth M. Johnston for and during her life.

(b) Upon the death of my sister-in-law, Ruth M. Johnston, or upon the death of my wife, Bernadine M. Harrison, or upon my death, whichever event shall last occur, Trust B shall be distributed as follows:

1. The sum of $5000 to my niece Charlotte Sue Huggins.

2. The sum of $5000 to my nephew Roger Lyle Harrison.

3. The remaining balance of the trust estate to those of the descendants of my wife's nephew Robert A. Mayne, who are living at the time of the distribution of Trust B, to take, per stirpes, absolutely and in fee simple.

Item Eight. (a) The interest of any beneficiary in the income or principal of the trust estate shall be free from the control or interference of any creditor of a beneficiary or of a spouse of a married beneficiary, and shall not be subject to attachment or susceptible of anticipation or alienation.

(b) When the trustee is required to make distribution of the trust estate, it may do so in money or in kind or partly in money and partly in kind, including securities, real property and undivided interests in real or personal property, making the necessary equalizations in cash, at values to be determined by the trustee, whose judgment as to values shall be binding and conclusive upon all parties at interest.

FILED
SEP 7 - 1973
Edward W. Ryan
CLERK

Item Nine. The following provisions shall apply with respect to Trust A and to Trust B. The trustee shall hold, manage, lease, care for, and protect the trust property and collect the income therefrom, all in accordance with its best judgment and discretion, being fully authorized to cause any securities or other property, real or personal, belonging to the trust to be held or registered in its name or in the name of its nominee or in such other form as it deems best without disclosing the trust relationship. Any leases that may be made may commence at the time of making or on a future day and may be for any period of time the trustee thinks best, though extending beyond the term of the trust. The trustee is fully authorized to invest and reinvest the trust assets in bonds, stocks, mortgages, notes, or other property of any kind, real or personal, irrespective of any statutes or rules of law limiting the investment of trust funds. The trustee is given full power to sell at public or private sale and convey any and all of the trust property and any reinvestments thereof from time to time for such price and upon such terms as it shall see fit. It is also authorized to borrow money, to extend or renew any existing indebtedness, and to mortgage or pledge any property in the trust; and no purchaser or mortgagee shall be obliged to see to the application of any purchase or mortgage money. The trustee may vote either in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose. The trustee may exercise or sell any subscription or conversion rights; it may consent to or join in any voting trusts, reorganizations, consolidations, mergers, foreclosures, and liquidations, and, in connection therewith, may deposit securities with or under the direction of any protective committee under such terms as the trustee may deem advisable, and may accept and hold any securities

FILED
SEP 7 - 1973
Edward W. Ryan
CLERK

or other property received through the exercise of any of the foregoing powers. The trustee is authorized to settle, compromise, contest, prosecute, or abandon claims in favor of or against the trust as it may deem advisable. The trustee may employ accountants, agents, attorneys, brokers and such other persons as it deems advisable for the proper administration of the trust. In general, the trustee shall have the right to do any and every act and thing and to enter into and carry out any and every agreement with respect to the trust property which in its judgment may be necessary or appropriate for the proper and advantageous management, investment, and distribution of the trust property. For the purposes aforesaid, the trustee may execute and deliver all proper and necessary instruments and may give full receipts and discharges. The trustee shall be entitled to receive reasonable compensation for its services hereunder and shall also be reimbursed for all reasonable expenses incurred in the management and protection of the trusts.

With respect to the farmland placed in Trust A, the trustee shall have full power to engage in farm operations; to lease on shares, to plant and harvest all kinds of crops, to purchase and sell equipment and farm produce of all kinds; to make improvements; to construct buildings and repair any buildings; to engage agents, managers and employees and to delegate to them any of its powers; and to perform any other acts necessary or desirable in its discretion to operate successfully such farm properties. It is my request that the trustee shall confer with its co-owner of the farm concerning farm operations. My brother Lyle Harrison is now a co-owner of the farm with me.

Item Ten. I nominate and appoint The First National Bank of Springfield, a national banking association located in Springfield, Illinois, as the executor of this, my Wil

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SEP 7 - 1973
Edward W Ryan
CLERK

Lastly. I give to my executor during the period of administration of my estate full power and authority in its discretion:

(a) To sell, without order of court, all or any part of my property, real or personal, which I may own at the time of my death, at either public or private sale, for cash or partly cash and partly credit, and upon such terms as to it may seem advisable, and the purchaser thereof shall not be responsible for the application of the proceeds. Such power of sale shall be general and shall not be restricted to purposes related to the administration of my estate.

(b) To borrow money for the benefit of my estate and to secure the loan by pledge or mortgage of estate assets.

IN WITNESS WHEREOF, I have hereunto set my hand and seal unto this, my will, on the 26th day of June, 1969.

Harry H. Harrison (Seal)

We certify that in our presence on the date appearing above Harry H. Harrison signed the foregoing instrument and acknowledged it to be his will, that at his request and in his presence and in the presence of each other we have signed our names below as witnesses, and that we believe him to be of sound mind and memory.

Lee Ennis Residing in Springfield, Illinois

Norman S. Jones Residing in Springfield, Illinois

Nancy Fleischhauer Dunn Residing in Springfield, Illinois

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SEP 7 - 1973
Edward W. Ryan
CLERK

Sept 25 1973
Proof of will made and same admitted to probate.
Byron Lockwood
Judge

Form No. 500

(44846—50M—9-72)

Inheritance Tax Return

An itemized inventory by schedules of the gross estate of the decedent and legal deductions, showing net estate and tax due State of Illinois, to be filed in duplicate with the circuit court clerk of the county in which the tax is assessable. The answers to some of the questions contained in this affidavit call for legal advice which can properly be given only by an attorney.

STATE OF ILLINOIS,
County of Sangamon } ss. Before a Judge of the Circuit Court of Sangamon County.

FILED
JUN 19 1974
CLERK

In the Matter of the Estate of Harry H. Harrison Deceased } Inheritance Tax Appraisement No. 73 P 672

Charles N. Hammond, Vice President and Trust Officer
The First National Bank of Springfield, of Springfield Illinois,
(Name of affiant) (Address)

being duly sworn, deposes and says:

1. That he is the Executor of the Will of the above named decedent, and that
(Executor of the will, administrator of the estate, heir, trustee or transferee)

said decedent died a resident of the County of Sangamon, State of Illinois, on the 19th day of August, 1973.

(a) Leaving a last Will, *a copy of which is hereto attached immediately following Schedule E*, which was duly admitted to probate by the Circuit Court of the County of Sangamon, State of Illinois, on the 25th day of September, 1973; and for the contest of which Will no proceeding is now pending or contemplated by any one to the knowledge, information or belief of this affiant, except such as may be referred to and particularly described on the back of this sheet or upon additional sheet inserted immediately following this sheet; and with respect to which Will no written renunciation has been filed by the widow or surviving husband, if any, and no such renunciation is contemplated to the knowledge, information or belief of this affiant, except as stated on the back of this sheet or upon additional sheet inserted immediately following this sheet.

(Cross out either paragraph (a) above or (b) following, according as either may be inapplicable to the facts.)

~~(b) Leaving no last Will, and no proceedings are pending or contemplated by anyone to establish or probate any alleged Will of this decedent, to the knowledge, information or belief of this affiant, except as stated upon the back of this sheet or upon additional sheet inserted immediately following this sheet.~~

(c) And that Letters Testamentary, or of administration, were granted by the Circuit Court of the County of Sangamon State of Illinois, on the 25th day of September, 1973, to this affiant.

(Cross out either paragraph (c) above or (d) following, according as either may be inapplicable to the facts.)

~~(d) And that no administration of the estate of said decedent is pending in any Court and no proceedings therefor are contemplated by any one to the knowledge, information or belief of this affiant, except as stated upon the back of this sheet or upon additional sheet inserted immediately following this sheet.~~

2. That as such *executor, administrator, heir, trustee, transferee*, this deponent is familiar with the affairs of said estate, the property constituting the assets thereof, together with their fair cash market value, and with the debts, expenses and charges properly and legally allowable as deductions therefrom, and makes this Return for and on behalf of himself and all others interested in this estate. And that to the best of deponent's knowledge, information and belief, there is no person better informed than deponent upon the said affairs of this estate, excepting none.

who is in possession of special knowledge as to said matters or some of them, and whose supplemental affidavit is hereunto annexed.

That said decedent had no right of access to a Safe Deposit Box individually or jointly with others in the possession of any bank or other institution, person or persons, the contents of which have not been examined by the Attorney General, and State Treasurer, or the representative of one of them, except none.

IN THE MATTER OF THE ESTATE OF

HARRY S. HARRISON

Deceased.

INHERITANCE TAX RETURN

Ensel, Jones, Blanchard & LaBarre
425 East Monroe Street, Suite 201
Address Springfield, Illinois 62701
Phone (217) 525-1364

STATE OF ILLINOIS
SANGAMON COUNTY

BEFORE THE CIRCUIT JUDGE OF SANGAMON COUNTY

No. 73 P 672

STATE OF ILLINOIS
Sangamon COUNTY, } ss.

I do hereby certify that I am the keeper of the records, files and seal of said county, and that the foregoing is a true, perfect and complete copy of Inheritance Tax Return in the estate of Harry H. Harrison, deceased, filed in my office on the 19th day of June, 19 74, as the same appears from the records and files of said county in my office remaining.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said county, on the 19th day of June, 19 74.

Edward W. Rayon
Clerk of the Circuit Court

TO THE ATTORNEY GENERAL OF THE STATE OF ILLINOIS, SPRINGFIELD, ILLINOIS.

YOU WILL PLEASE TAKE NOTICE, that a Judge of the Circuit Court of said County, pursuant to the statutes providing for the assessment and collection of inheritance, succession and transfer taxes by the State of Illinois, will, on the ..... day of ....., 19....., at ..... o'clock, in the ..... noon of that day at the Circuit Court room at the Court House of said County, proceed to a hearing on the within Return and any objections or exceptions which may be filed thereto and proceed to appraise at its fair market value, at the date of decedent's death, all of the property of said decedent which is subject to the payment of inheritance, succession and transfer taxes, and will hear such evidence as may be produced concerning such tax.

DATED this ..... day of ....., 19.....

.....
Circuit Clerk

2 A — GENERAL INFORMATION

1. Residence of the decedent at time of death 940 E. Canedy, Springfield, Illinois.
2. Year in which last domicile was established Prior to 1935.
3. Place of death American Convalescent Center, Springfield, Illinois.
4. Cause of death Cerebral thrombosis due to cerebral arteriosclerosis.
5. Length and nature of last illness Seven days.
6. Names and addresses of decedent's physicians
James M. Furrie, M.D., 614 E. Carpenter, Springfield, Illinois.
Harry E. Grant, M.D., 701 North Walnut Street, Springfield, Illinois.
7. If decedent was confined in a hospital during his last illness or within two years prior to his death, give dates, name and address of hospital St. John's Hospital, Springfield, Illinois.
8. Age of decedent at date of death 78.
9. Business or occupation Retired. If retired, state date and former business or occupation State Traffic Engineer.
10. Business address State of Illinois, Springfield, Illinois.
11. Did the decedent at date of death own property in any State or county other than that of his domicile? If so, where? No. Value thereof
12. Place of ancillary probate proceedings, if any
13. Name and address of ancillary administrator or executor
14. Was any insurance on life of decedent receivable (a) by his estate? No., or (b) by beneficiaries other than the estate? Yes. (Answer "Yes" or "No"). If answer is "Yes", attach list of all policies, amounts and names of beneficiaries (1) Mutual Life Ins. Co. of New York, $11,753.42; (2) Business Men's Assurance Company of Amer., $1000; (3) Sun Life Assurance Company of Canada $2,155; Bernadine M. Harrison beneficiary under all three policies.
15. Did decedent have any interest in any annuity contract, supplemental contract, certificate of deposit, income certificate, profit sharing plan, pension retirement plan, or similar contract? Yes. (Answer "Yes" or "No"). If answer is "Yes", attach copy of each to Return.
16. Were there in existence at the time of the decedent's death any trusts under which he possessed any power or beneficial interest? No (Answer "Yes" or "No"). If answer is "Yes", attach copy of trust agreement to Return.
17. Did decedent at time of his death possess a Power of Appointment or disposition over property derived under a Will or trust agreement created by some one else? No (Answer "Yes" or "No"). If answer is "Yes", attach copy of Will or such agreement to Return.
18. Did undersigned make diligent and careful search for property of every kind left by decedent? Yes
19. Did undersigned make diligent and careful search for information as to any transfers made by decedent during his lifetime without an adequate and full consideration in money or money's worth? Yes.
20. Did the undersigned make diligent and careful search for the existence of any trusts created by the decedent during his lifetime or any trusts created by other persons under which the decedent possessed any power of benefical interest? Yes.
21. Are all items in which decedent had an interest possibly subject to Illinois inheritance tax set forth in this Return? Yes.

SCHEDULE A—TRANSFERS BY WILL OR INTESTATE LAW.

8. That *Schedule A* following and hereunto annexed, in its various sub-schedules sets forth fully and in detail all the real property in the State of Illinois, and all the personal property wheresoever situated, owned by the decedent, or in which he or she had any right, title, or interest at the time of his or her death, or which by reason thereof fell into or became a part of the assets of this estate by reversion, remainder or otherwise.

Excepting, however, such property as may have passed by virtue of the exercise by the decedent of any power of appointment vested in him by the will, deed or other instrument of another, or such property as this decedent may have transferred in contemplation of, or intended to take effect in possession and enjoyment at or after, his death, or such property as this decedent may have held or owned in joint tenancy with another or others, all of which, if any, being listed in *Schedule B* herein.

SCHEDULE A-1—REAL ESTATE.

4. *Schedule A-1*, following, sets forth each and every parcel of real estate in the State of Illinois of which the decedent died seized or possessed, or in which he or she had any right, title or interest, except joint tenancy interest, showing city or village, street address and how improved, together with a statement of the liens and encumbrances upon each at the date of death, the date of last payment of principal and/or interest, giving in the case of mortgages the date of the note and mortgage, the unpaid principal thereof on the date of death, the date, place, book and page of recordation of said mortgage. It also sets forth the number of acres in the case of farm lands and how improved, and the fair cash value of each parcel of such real estate at the date of this decedent's death.

Said Schedule A-1 does not include any property listed in Schedule B.

NOTE: ATTACH SUPPORTING VALUATION AFFIDAVITS, STATE NATURE AND EXTENT OF DECEDENT'S INTEREST, I.E.: WHETHER WHOLE OR FRACTIONAL, FEE, LEASEHOLD OR WHAT, AND SHOW UNPAID BALANCE ON MORTGAGE OR OTHER ENCUMBRANCE AND UNPAID TAXES.

Item No.	Legal Description	No. of acres or dimensions of parcels	Value per acre	Fair gross market value
1	One-half (1/2) interest in 180.89 acres lying in the Northwest Quarter (NW-1/4) of Section 23 and the Northeast Quarter (NE-1/4) of Section 22, Township 15 North, Range 5 East of the Third Principal Meridian, adjacent to and East of the East line of the Wabash Railroad right-of-way in Lovington Township, Moultrie County, Illinois			81,626.60
	Total Schedule A-1 (or Carried For'd)			81,626.60

(If more space is required use back of this sheet or attach additional sheets, immediately following.)

SCHEDULE A-2

CASH, DEPOSITS OF MONEY, SAVINGS ACCOUNTS, BONDS, MORTGAGES, PROMISSORY NOTES, DEBTS DUE DECEDENT, LIFE INSURANCE, CORPORATE STOCK, ETC.

Cash Deposits of Money Etc.

6. *Schedule A-2*, following, sets forth all the moneys left by the decedent at the time of his death, whether in his immediate possession, standing to his credit, or in which he had any right, title, or interest in banks of deposit, savings banks, trust companies or other institutions, giving also separately the accrued interest thereon, if any, down to the last interest day prior to decedent's death in the case of savings accounts, and down to the date of decedent's death in all other cases.

Notes Bonds Mortgages and Other Debts Due Decedent

It also contains a statement of all bonds and mortgages owned by decedent and of all claims due and owing decedent at the time of his or her death and of all promissory notes or other instruments in writing for the payment of money of which he or she died possessed, together with all other debts due the decedent of whatsoever nature, with interest thereon, if any, (except such as are included in the statement of the decedent's interest in a co-partnership or business set forth in *Schedule A-4*), giving the face values and fair market values thereof, and if such fair market values be less than the face value, setting forth in brief the reason of such depreciation as to each item.

Life Insurance

Said *Schedule A-2* also contains a statement of any and all moneys payable to the estate from life insurance policies on the life of the decedent.

Corporate Stocks and Bonds

Said *Schedule A-2* also sets forth all the corporate stocks and bonds owned by the decedent at the time of his or her death, with the market value and the par value thereof, at such time, and *in the case of rare and unlisted corporate stock*, giving so far as practicable the State of incorporation of the corporation issuing the same, its capitalization, the value and nature of its assets, its liabilities, its surplus, the book value of its stock, the dividends paid and any other facts which may be pertinent, affecting the value of said securities.

Said Schedule A-2 does not include any property listed in Schedule B.

NOTE: ATTACH SUPPORTING AFFIDAVITS UPON VALUATIONS.

IN LISTING SECURITIES IT IS NOT NECESSARY TO SHOW THE SERIAL NUMBERS OF BONDS NOR THE CERTIFICATE NUMBERS OF THE STOCK.

Item No.	No. of shares, bonds, etc.	Kind of property, (Common, or preferred stocks, bonds, notes, deposit, cash or open account.)	Name of debtor, maker, or issuing Company. Date of execution of notes, bonds, etc. Date from which interest is accrued. Rate of interest on notes, bonds, etc. Other identifying description or facts tending to show market value, as indicated by above statement.	Value per unit	Accrued interest, notes, bonds, etc.	Total fair market value
1.	700 shs.	common	stock Laclede Gas Co.	19.57		13,708.33
2.	1400 shs.	common	stock Tenneco, Inc.	20.125		28,175.00
3.	900 shs.	common	stock Union Electric Co.	15.96		14,364.00
4.	2 shs.	pfd.	stock Moultrie Grain Association	25.00		50.00
5.	1	U.S.Bond	4%, due 2/15/80, face value $2500.			2,060.50
6.	1	bond	$5,000 San Jose, California, 3.4%, due 6/15/80, face value $5,000			4,300.00
7.	1	stock credits	Moultrie Grain Association			364.86
8.	1	savings	Security Federal Savings & Loan Association, Cft. 8-1709			8,511.56
9.			Premium refund Business Men's Assurance Co.			17.35
10.			Mutual of Omaha, claim payment			71.40
11.			Veterans Administration, death benefit			150.00
12.			Social Security, death benefit			253.50
13.			Medicare payments			175.39
14.			Bankers Life & Casualty Co., claims			178.57
15.			Bankers Life &Casualty Co., premium refund			171.38
16.			CNA Insurance Co.			111.86
			Total Schedule A-2 (or Carried For'd)			72,663.70

(If more space is required use back of this sheet or attach additional sheet or sheets, immediately following.)

SCHEDULE A-3.

TANGIBLE PERSONAL PROPERTY.

6. *Schedule A-3* following, or hereunto annexed, sets forth all wearing apparel, jewelry, silverware, pictures, books, works of art, household furniture, horses, carriages, automobiles, boats, airplanes, and any and all other personal chattels or tangible personalty of whatsoever kind or nature left by the decedent together with the fair market value thereof at the date of this decedent's death. Attach supporting valuation *affidavits*.

Said Schedule A-3 does not include any property listed in Schedule B.

Description	Fair market value
1. 1970 Oldsmobile 4-door sedan	1,500 00
2. Decedent's share of growing crops (2/3 selling price)	28,103 76
3. Household goods and effects	1,000 00
Total Schedule A-3 (or Carried For'd)	30,603 76

(If more space is required use back of this sheet or attach additional sheet or sheets, immediately following.)

SCHEDULE A-4.

INTEREST IN BUSINESS OR CO-PARTNERSHIPS, AND ALL OTHER PROPERTY NOT INCLUDED IN PRECEDING SCHEDULE.

7. *Schedule A-4, following or hereunto annexed,* sets forth the interest of the decedent at the time of his or her death, in any co-partnership or business not incorporated, stating so far as practicable the nature and location thereof, the total capital employed, the gross profits, the expenses and net profits of the business, for at least three years prior to decedent's death, or any other facts pertaining to such business as may be pertinent to a fair and just appraisal of decedent's interest in said business and the Good Will thereof.

It also includes a statement of decedent's interest as heir or beneficiary of the estate of any deceased person in process of administration or otherwise undistributed, and not included in the preceding sub-schedules, or in Schedule B or any of the sub-schedules thereof.

Said *Schedule A-4* also sets forth in itemized form together with the fair market value thereof, any other property owned or left by decedent at the time of his or her death, and not included in the preceding sub-schedules or in *Schedule B*.

Said Schedule A-4 does not include any property listed in Schedule B.

Description	Fair market value of decedent's interest
Metropolitan Life Insurance Co., refund life annuity, Bernadine Harrison, beneficiary	2,717 56
Total Schedule A-4 (or Carried For'd)	2,717 56

(If more space is required use back of this sheet or attach additional sheet or sheets, immediately following.)

1. Name and address of Insurance Company

Metropolitan Life Insurance Company, One Madison Ave, New York, N.Y., 10010

2. Name of Annuitant	3. Date of death of Annuitant
Harry H. Harrison	8-19-73

4. Number of Annuity Contract	5. Type of Annuity	6. Date of Issue
38771 AB	Refund Life Annuity	7-6-65

7. Name of beneficiary
Bernadine Harrison

8. Description of contract
Provides income payable for the lifetime of the annuitant. Upon the death of the annuitant payments will be continued to the beneficiary.

9. Value of Annuity Contract on date of death of Annuitant

☒ $ 2,717.56 . This represents the death benefit as follows:

Death benefit	$ 2,717.56
Dividends	$
Post-mortem dividend	$
Unapplied remittances	$
Less indebtedness	$

☐ $_____. This represents the commuted value of the guaranteed _____ instalment payments of $_____ each due _____ to and including _____ with a final payment of $_____ on _____

☐ $_____. This represents the excess of the purchase price of $_____ over the total instalment payments made prior to the date of death

☐ $_____. See Remarks

10. How payable

☒ One sum

☐ _____ instalments of $_____ each commencing on _____ and continuing to and including _____ and a final payment of $_____ on _____ with / without the right to commute the unpaid guaranteed instalments.

☐ See Remarks

11. Remarks
Death benefit paid to the beneficiary of record.

The undersigned hereby certifies that this statement sets forth true and correct information

12. Date of certification	Signature	Title
10-2-73	B. Romano	Annuity Settlement Correspon

SCHEDULE B—TRANSFERS OTHER THAN BY WILL OR INTESTATE LAW. (POWERS OF APPOINTMENT, RIGHTS OF WITHDRAWAL, TRANSFERS IN CONTEMPLATION OF DEATH OR TO TAKE EFFECT AT OR AFTER DEATH, AND JOINT TENANCIES.)

SCHEDULE B-1—POWERS OF APPOINTMENT OR RIGHTS OF WITHDRAWAL.

8. That Schedule B-1 (following or hereunto annexed) sets forth all the property, real and personal, which passed at decedent's death by virtue of the exercise by him of any power of appointment, or right of withdrawal vested in him by any will, deed, trust or other disposition of property, together with the fair market value at the date of this decedent's death of each and every item thereof and a statement in brief of the sources and derivation of such power, right, copies of said will, deed or other disposition of property, are submitted herewith.

(If decedent possessed no such powers of appointment, or rights of withdrawal, it is so stated) .....

No such power of appointment or rights of withdrawal.

SCHEDULE B-2—TRANSFERS IN CONTEMPLATION OF OR INTENDED TO TAKE EFFECT AT OR AFTER DEATH

9. That Schedule B-2 (following or hereunto annexed) contains a statement of all property, real and personal,

(a) With respect to which this decedent prior to his death made any transfer by deed, grant, bargain, sale, or gift while sick or injured, or otherwise impelled or induced by a sense of impending death, and every transfer by deed, grant, bargain, sale or gift made within two years prior to the death of the decedent without adequate valuable consideration in money or money's worth, shall be reported in this schedule.

(b) Or with respect to which this decedent prior to his death made any transfer by deed, grant, bargain, sale or gift intended to take effect in possession or enjoyment at or after death, or where any change in the use or enjoyment of the property included in such transfer, or the income thereof, occurred or might have occurred in the lifetime of the decedent by reason of any power reserved to or conferred upon him either solely or in conjunction with any person or persons, corporation or corporations not having a substantial interest adverse to that of the decedent, to alter or amend or to revoke any such transfer, or any portion thereof, as to the portion remaining at the time of the death of the decedent thus subject to alterations, amendment or revocation.

Said Schedule B-2 also states whether this affiant or the persons receiving such property admit taxability of said transfers.

List under this Schedule all U.S. Bonds in the name of decedent payable on death to another. Show name and relationship of beneficiary to decedent.

(If the decedent made no such transfers, it is so stated) .....

5/14/73. Transfer to wife, Bernadine Harrison, 2629.431 shares Wellington Fund 29,397.04

B
B-1
B-2

SCHEDULE B-3—JOINT TENANCIES.

10. That Schedule B-3 (following or hereunto annexed) contains a statement of all real estate, deposits of money in bank, or other property which this decedent owned at the time of his or her death in *joint tenancy* with another or others, or which, at the time of said decedent's death, stood in any bank or other institution in the joint names of said decedent and one or more persons and payable or deliverable to the survivor or survivors. Give date of creation of the joint tenancy.

It also contains a statement of the names of the surviving joint tenants or depositors or owners, their relationship to the decedent and the full fair market value of said property at the time of the decedent's death.

List under this Schedule all U. S. Bonds in the name of the decedent and/or some other person.

(If the decedent had no such property, it is so stated) .....

1.	Certificate of Deposit, Hardware State Bank, Lovington, Illinois. No. SM1580	3,000.00
2.	U.S. Treasury Notes 6% due 5/15/75, $4000 face value (96.24 quote); $3,849.60 plus $57.20 interest	3,906.80
3.	Checking account No. 204-749 at Hardware State Bank, Lovington, Illinois	11,610.17
4.	Time Certificate SM1580, Hardware State Bank, Lovington, Illinois, due 10/28/73	5,000.00
5.	2 shares stock, Illinois Grain Terminals Co.	50.00
6.	12 shares stock, Moultrie Grain Association	150.00
7.	Security Federal Savings & Loan Association, Springfield, Illinois, savings account	14,257.47
8.	The First National Bank of Springfield, checking account	15,422.16
		53,396.60
	1/2 thereof	26,698.30

All of the above joint-tenancies were created more than two years prior to decedent's death.

(If more space is required use back of this sheet or attach additional sheet or sheets, immediately following.)

SCHEDULE C—RECAPITULATION

11. That Schedule C following, sets forth the correct total fair net market value of the property at the time of decedent's death listed in each of the foregoing schedules and sub-schedules, the total amount of debts and expenses of administration listed in Schedule D, and the total fair net market value of the property listed in each of the sub-schedules of Schedule B:

Total value Schedule A-1. (Real estate, less mortgages and taxes)		$ 81,626.60
Total value Schedule A-2. (Cash, deposits, bonds, mortgages, notes, stocks, etc.)		$ 72,663.70
Total value Schedule A-3. (Chattel property)		$ 30,603.76
Total value Schedule A-4. (Interest in business and co-partnerships and all other property)		$ 2,717.56
TOTAL VALUE SCHEDULE A.. (Property transferred by Will or intestate law)		$ 187,611.62
TOTAL AMOUNT SCHEDULE D.. (Debts and expenses of administration)		$ 37,193.45
NET VALUE OF SCHEDULE A:		$ 150,418.17
Total value Schedule B-1.. (Exercise of powers of appointment or rights of withdrawal)	$	
Total value Schedule B-2.. (Transfers in contemplation of or intended to take effect at or after death.)	$ 29,397.04	
Total value Schedule B-3 (Decedent's net fractional interest) (Joint tenancies, etc.)	$ 26,698.30	
NET VALUE OF SCHEDULE B:	$	$ 56,095.34
TOTAL NET ESTATE (Sched. A *plus* Sched. B):		$ 206,513.51

SCHEDULE D—DEDUCTIONS

12. That *Schedule D* following, sets forth the funeral expenses, administration expenses, and counsel fee, paid or incurred in connection with the estate, together with decedent's debts which were unpaid at his death, (except liens and encumbrances upon real estate); states whether allowed by the Court and whether paid or contested by the administrator or executor; and sets forth any and all other items which are claimed as deductions by this deponent.

Nature and description of claim, debt or expense.	Amount of deduction claimed	
Funeral expenses:		
Boardman-Smith Funeral Chapel (2011.38 less SS 250.00)	1,761	38
Administration expenses:		
Executor's commissions	6,000	00
Attorneys' fees	6,000	00
Death certificates	8	00
All American Convalescent Center, 7 days	105	00
Mummert Prescription Stores, drugs	33	63
Springfield Radiologists	20	00
Springfield Anesthesia, Ltd.	28	00
Harry E. Grant, M.D.	53	00
Springfield Clinia	183	50
St. John's Hospital	78	24
Guy Little, Appraiser	75	00
Corn and soybean seed and harvest expense	899	54
Farm insurance premium	19	50
Court costs and legal notices	102	76
Debts of Decedent and mortgages and liens:		
Drying 1972 corn	192	43
Crop hail insurance	405	81
Partial refund 1972 feed-grain payment	125	00
Effingham Equity Co. - corn fertilizer	1,298	72
Bodine Electric Co. - wiring repairs	159	44
Total Schedule D (or Carried For'd) carried	forward	

(If more space is required use back of this sheet or attach additional sheet or sheets, immediately following.)

C
D

SCHEDULE D—(*Continued.*)

Nature and description of claim, debt or expense.	Amount of deduction claimed	
brought forward		
1973 real estate taxes	3,915	55
U.S. income tax, payment due on estimate	1,162	67
Illinois income tax, payment due on estimate	81	33
Federal estate tax paid	14,484.	95 *
* The variance of $603.40 in the deduction claimed ($14,484.95) and the federal estate tax shown on the federal estate tax return ($13,881.55) is due to the fact that after the filing of the federal estate tax return a life insurance benefit in the amount of $2,155 was discovered. The federal estate tax rate of 28% applied to the insurance benefit resulted in additional federal estate tax of $603.40.		
Total	37,193	45

SCHEDULE E.

PERSONS BENEFICIALLY INTERESTED IN THIS ESTATE AND TAX CLAIMED DUE.

18. That Schedule E following, sets forth the names of all persons and corporations beneficially interested in this estate at the time of decedent's death, as well as those who may have received property listed in Schedule B herein, the nature of their respective interests, their relationship, if any, to the decedent, together with the ages of all minors, annuitants and beneficiaries for life, if any.

It also contains a statement showing which of the beneficiaries named in decedent's Will, if any, died prior to the decedent, as well as those, if any, who have died since the decedent, the dates of their deaths, their heirs and the relationship of such heirs to the decedent in case they take any property by virtue of the death of this decedent.

It also contains a statement showing the amount of the exemption, if any, which is claimed by or on behalf of each of said beneficiaries, together with a detailed statement of the facts upon which any claim of exemption is made on account of any legacy, devise or interest passing for any religious, charitable or educational purpose or to any "mutually acknowledged" or "adopted" child or child of an adopted child as provided by statute.

NOTE—In Stating Relationship of Grandchildren, Cousins, Nieces and Nephews, Trace the Relationship Thus—A, Son of B, Brother of Decedent,—and Otherwise Show the Steps.

It also shows the amount of tax claimed due from the respective beneficiaries, but without prejudice to this affiant or to any of said beneficiaries to appeal from or otherwise contest any order of the judge or court assessing a tax in this estate.

NOTE—In Setting Forth Information Relating to the First Four Columns in the Form Below, Commence in the Proper Columns As Indicated at the Top of the First Using As Much Space to the Right As Necessary, and Dropping Down One Line As to Each Succeeding Column.

For example:

Richard Roe,
415 Lincoln Ave.,
Springfield, Ill.
Nephew, a son of Wm. Roe, brother of decedent, adult, age 50.
⅓ net personal property.....$30,000
Life estate in Tract No. 1, Schedule A-1 (Item 5, of the will).....$10,000

NOTE—Attach Hereto an Affidavit or Table of Heirship As of Date of Decedent's Death.

Name of beneficiary Post Office Address Relationship to decedent, whether minor or adult, and age if life tenant Interest received	Value		Amount of Exemption Claimed	Net taxable value	Rate	Tax claimed due
1. Bernadine M. Harrison 440 East Canedy Springfield, Illinois Widow of decedent, adult, age 70						
Outright and free from trust:						
Tangible personal property (Items 1 and 3, Sch. A-3)	2,500	00				
Joint tenancy property (Schedule B-3)	26,698	30				
Life estate with general power of appointment in Trust A:						
Property described in Schedule A-1	81,626	60				
Growing crops Schedule A-3	28,103	76				
Property described in Schedule A-4	2,717	56				
Property described in Schedule B-2	29,397	04				
Life estate in Trust B	12,086	31				
	183,129	57	20,000	163,129	57	
				50,000	00	2% 1,000 00
				100,000	00	4% 4,000 00
				13,129	57	6% 787 77
						5,787 77
			(carried forward)			
TOTAL NET ESTATE (Sched. A *plus* Sched. B)	$					Inheritance Tax
						Additional Tax (Per line 8 Schedule "F")
						Total Tax

(If more space is required use back of this sheet or attach additional sheet or sheets immediately following.)

SCHEDULE E—(*Continued.*)

Name of beneficiary Post Office Address Relationship to decedent, whether minor or adult, and age if life tenant —Interest received	Value	Allowance of Exemption	Net taxable value	Rate	Tax claimed due
2. Ruth M. Johnston Pampa, Texas Sister-in-law of decedent, adult, age 55, Life Estate In Trust B	7,702 90	100	7,602 90	10%	760 29
3. Charlotte Sue Huggins 700 Greenwood Avenue Wilmette, Illinois Niece of decedent Specific legacy of $5000 on termination of Trust B	2,210 45	500	1,710 45	6%	102 63
4. Roger Lyle Harrison 1007 Ashland Avenue Evanston, Illinois Nephew of decedent Specific legacy of $5000 on termination of Trust B	2,210 45	500	1,710 45	6%	102 63
5. Richard Mayne Rockport, Indiana Child of Robert A. Mayne, 1/3 of remainder of Trust B	3,753 38	100	3,653 38	10%	365 34
6. Donna K. Mayne Carr Evansville, Indiana Child of Robert A. Mayne, 1/3 of remainder of Trust B	3,753 38	100	3,653 38	10%	365 34
7. Christina Jo Mayne Evansville, Indiana Child of Robert A. Mayne 1/3 of remainder of Trust B	3,753 38	100	3,653 38	10%	365 34

TOTAL NET ESTATE (Schod. A *plus* Schod. B)	$206,513.51	Inheritance Tax	7,849 34
		Additional Tax (Per line 8 Schedule "F")	-0-
		Total Tax	7,849 34

SCHEDULE E.

PERSONS BENEFICIALLY INTERESTED IN THIS ESTATE AND TAX CLAIMED DUE.

13. That Schedule E following, sets forth the names of all persons and corporations beneficially interested in this estate at the time of decedent's death, as well as those who may have received property listed in Schedule B herein, the nature of their respective interests, their relationship, if any, to the decedent, together with the ages of all minors, annuitants and beneficiaries for life, if any.

It also contains a statement showing which of the beneficiaries named in decedent's Will, if any, died prior to the decedent, as well as those, if any, who have died since the decedent, the dates of their deaths, their heirs and the relationship of such heirs to the decedent in case they take any property by virtue of the death of this decedent.

It also contains a statement showing the amount of the exemption, if any, which is claimed by or on behalf of each of said beneficiaries, together with a detailed statement of the facts upon which any claim of exemption is made on account of any legacy, devise or interest passing for any religious, charitable or educational purpose or to any "mutually acknowledged" or "adopted" child or child of an adopted child as provided by statute.

NOTE—In Stating Relationship of Grandchildren, Cousins, Nieces and Nephews, Trace the Relationship Thus—A, Son of B, Brother of Decedent,—and Otherwise Show the Steps.

It also shows the amount of tax claimed due from the respective beneficiaries, but without prejudice to this affiant or to any of said beneficiaries to appeal from or otherwise contest any order of the judge or court assessing a tax in this estate.

NOTE—In Setting Forth Information Relating to the First Four Columns in the Form Below, Commence in the Proper Columns As Indicated at the Top of the Form Using As Much Space to the Right As Necessary, and Dropping Down One Line As to Each Succeeding Column.

For example:

Richard Roe,
416 Lincoln Ave.,
Springfield, Ill.
Nephew, a son of Wm. Roe, brother of decedent, adult, age 50.
½ net personal property.....$30,000
Life estate in Tract No. 1, Schedule A-1 (Item 5, of the will).....$10,000

NOTE—Attach Hereto an Affidavit or Table of Heirship As of Date of Decedent's Death.

Name of beneficiary Post Office Address Relationship to decedent, whether minor or adult, and age if life tenant Interest received	Value	Amount of Exemption Claimed	Net taxable value	Rate	Tax claimed due
1. Bernadine M. Harrison 440 East Canedy Springfield, Illinois Widow of decedent, adult, age 70					
Outright and free from trust:					
Tangible personal property (Items 1 and 3, Sch. A-3)	2,500 00				
Joint tenancy property (Schedule B-3)	26,698 30				
Life estate with general power of appointment in Trust A:					
Property described in Schedule A-1	31,626 60				
Growing crops Schedule A-3	28,103 76				
Property described in Schedule A-4	2,717 56				
Property described in Schedule B-2	29,397 04				
Life estate in Trust B	12,086 31				
	133,129 57	20,000	163,129 57		
			50,000 00	2%	1,000 00
			100,000 00	4%	4,000 00
			13,129 57	6%	787 77
					5,787 77
		(carried forward)			
TOTAL NET ESTATE (Schod. A *plus* Sched. B)	$			Inheritance Tax	
				Additional Tax (Per line 8 Schedule "F")	
				Total Tax	

(If more space is required use back of this sheet or attach additional sheet or sheets, immediately following.)

Attachment to Schedule E, Illinois Inheritance Tax Return, Estate of Harry H. Harrison, deceased.

Harry H. Harrison, the decedent, died on August 19, 1973. His widow, Bernadine M. Harrison, was born on March 14, 1903, and his sister-in-law, Ruth M. Johnston, was born on August 29, 1918 (Item Seven(a) of Will).

The descendants, per stirpes, of Robert A. Mayne, who were living at the date of death of the decedent, are Mr. Mayne's three children, Richard Mayne, Donna K. Mayne Carr and Christina Jo Mayne (Item Seven(b)(3) of Will).

That amount of the total net estate which passes to Trust B is $35,470.25.

Life estate for Ruth (age 55) = $35,470.25 x 5% x 11.1582 or $19,789.21.

Life estate for Bernadine (age 70) = $35,470.25 x 5% x 6.8149 or $12,086.31.

Value of Bernadine's interest = $12,086.31.

Value of Ruth's interest = $19,789.21 less $12,086.31, or $7,702.90.

The present value of a legacy of $5,000 due at the termination of Trust B (Item Seven(a)(2) of Will) is $2,210.45, determined as follows:

$5,000 x 5% x 11.1582 (factor for Ruth's life estate, age 55) or $2,210.45.

The value of the remainder interest is $11,260.14.

15. That deponent has made due and diligent search for property of every kind, nature and description left by the decedent, and has been able to discover only that set forth in Schedule A, and that no information of any other property of the decedent has come to his knowledge, and that he verily believes that decedent left no property except as therein set forth. That all the sums claimed as deductions in Schedule D are lawful, just and fair, and that to the best of deponent's knowledge, information and belief the decedent made no gift, grant or conveyance of any property, real or personal, in contemplation of death, or to take effect in possession or enjoyment at or after death, except as may be specifically set forth in the appropriate sub-schedule of Schedule B.

16. Deponent further says that wherever in any of said sub-schedule the word "none" has been written in, or wherever such sub-schedule has been left blank, such word or omission is to be taken as equivalent to an affirmative allegation by deponent that the decedent left no property or made no transfers of the kind to which such sub-schedule relates.

17. That deponent has filed with the Circuit Clerk an inheritance tax return in duplicate scheduling the various classes of property and interests therein owned by said decedent, and quoting the clear market value of the same as of the date of decedent's death, also setting forth the deductions claimed by said estate, the net taxable estate, the distribution thereof, the exemptions to which the several distributees are entitled, and the inheritance tax payable by each of them and any Additional Tax payable by decedent's estate.

18. That all persons interested in said estate, and who are entitled to notice of all proceedings herein, and their Post Office addresses, so far as known to the undersigned, are as follows, viz.:

NAME	ADDRESS
Attorney General, State of Illinois	Springfield, Illinois

(Attach rider if necessary)

That all of said persons are of full legal age and sound mind except:

WHEREFORE, your Petitioner prays that the matter of the appraisal of said estate for the purpose of assessing and fixing the inheritance tax and Additional Tax, if any, due the State of Illinois may be set down for hearing upon said Inheritance tax Return as filed or as hereafter amended, or upon an Amended Return filed, and any objections which may be filed thereto, and that you determine the amount of said inheritance tax and Additional Tax, if any, due the State of Illinois in accordance with the statutes in such cases made and provided.

The First National Bank of Springfield

By [signature] Vice President and Trust Officer
Signature of Affiant

Address of Affiant
Springfield, Illinois 62701
City State Zip Code

SUBSCRIBED AND SWORN TO before me
June 19 1974

[signature]
Notary Public

Ensel, Jones, Blanchard & LaBarre
Name of Attorney for the Estate
Springfield, Illinois 62701
City State Zip Code
Telephone: (217) 525-1364

SCHEDULE F—ADDITIONAL TAX

14. That *Schedule F*, sets forth the value of decedent's entire estate subject to Federal Estate Tax, the percentage of property having a taxable situs in Illinois, Federal Taxable Estate or the basic Federal Estate Tax, credit for State Inheritance Taxes and the Additional Tax, if any, due the State of Illinois under Sections 30 (a) and 30 (b) of the Illinois Inheritance Tax Act.

Note. (a) Sections 30 (a) and 30 (b) of the Illinois Inheritance Tax Law imposes an additional tax equal to the maximum tax credit allowed for State death taxes against the Federal Estate Tax under the applicable provisions of the Internal Revenue Code, it being the purpose to impose only such additional taxes as may be necessary to give the State of Illinois the full benefit of the maximum credit provided for in the Internal Revenue Code on that portion of the estate which has a taxable situs in this State.

(b) In case an estate is situated partly within and partly without this State, Illinois is entitled to so much of the maximum tax credit allowed for Federal Estate Taxes as the percentage of taxable property situate in this State bears to the total gross estate wherever situate.

NOTE: A COPY OF ESTATE'S FEDERAL TAX RETURN VERIFIED UNDER OATH MUST BE FILED WITH THE ATTORNEY GENERAL AT THE TIME OF FILING THIS RETURN. (INDICATE THEREON THE INHERITANCE TAX APPRAISEMENT NUMBER ASSIGNED TO THIS ESTATE.)

ALL VALUES SHOULD BE SAME AS GIVEN IN FEDERAL ESTATE TAX RETURN

1. TOTAL FEDERAL GROSS ESTATE..... $ 283,158.68
   (line 1 schedule P page 35 Federal Estate Tax Return)

2. GROSS ESTATE HAVING TAXABLE SITUS IN ILLINOIS..... $ 283,158.68

   a. Resident Estate: All property included in the estate shall be considered to have a taxable situs in this State except real property situate and tangible personal property having an actual situs in another State.

   b. Nonresident Estate: Only real property situate and tangible personal property having an actual situs in this State.

3. PERCENTAGE OF PROPERTY HAVING TAXABLE SITUS IN ILLINOIS..... 100 %
   (Divide line 2 by line 1.)

4. FEDERAL TAXABLE ESTATE..... $ 76,696.86
   (line 5 schedule P page 35 Federal Estate Tax Return)

5. MAXIMUM CREDIT FOR STATE INHERITANCE TAX $ 293.57
   (apply tax rate of table B page 40 of Federal Estate Tax Return to line 4.)

6. STATE OF ILLINOIS SHARE OF CREDIT FOR STATE INHERITANCE TAXES . . . . . $ 293.57
   (multiply line 5 by line 3.)

7. ILLINOIS INHERITANCE TAX BEFORE ADDITIONAL TAX . . . . . $ 7,849.34

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8. ILLINOIS ADDITIONAL TAX
   (Subtract line 7 from line 6)
   (If line 7 is more than line 6, line 8 is extended as "NONE") $ None

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9. FEDERAL ESTATE TAX PAID: . . . . . $ 14,484.95

NOTE: IN THE EVENT THE TAX DUE UNDER THE APPLICABLE PROVISIONS OF THE INTERNAL REVENUE CODE, IS INCREASED AFTER THE DETERMINATION OF THE ADDITIONAL TAX DUE THIS STATE, A SUPPLEMENTAL RETURN SHALL BE FILED AND ANY FURTHER ADDITIONAL TAX DUE THIS STATE SHALL BE CALCULATED, DETERMINED AND PAID.

73-P-672

App. 438

FILED
SEP 7 - 1973
Edward W. Ryan

The Will
of
Harry H. Harrison

I, Harry H. Harrison, residing and domiciled in Springfield, Illinois, revoke all wills and codicils previously made by me and make this my last will.

Item One. I direct that all estate, inheritance, succession, legacy or other transfer taxes, however designated, that shall become payable by reason of my death in respect of all property comprising my gross estate for death tax purposes, whether or not such property passes under this will, shall be paid out of my residuary estate, and I direct that the same shall not be apportioned.

Item Two. I give and bequeath my tangible personal property, including clothing, furniture, jewelry, articles of personal and household use and ornament and automobiles, but not including money or securities, to my wife, Bernadine M. Harrison.

Item Three. I give and devise my undivided one-half interest in part of the Northeast quarter of Section 22, Township 15, North Range 5, East of the 3d Principal Meridian, containing 20.20 acres; and all of the Northwest quarter of Section 23, Township 15, North Range 5, East of the 3d Principal Meridian, containing 180.60 acres; located in Lovington Township, Moultrie County, Illinois, to The First National Bank of Springfield, a national banking association located in Springfield, Illinois, as trustee, to have and to hold in trust for the uses and purposes hereinafter expressed. This trust shall be known as "Trust A."

Item Four. I give, devise and bequeath my entire residuary

estate, it being all of the rest, residue and remainder of my property, real and personal, wherever situated, including lapsed legacies and devises, to The First National Bank of Springfield, a national banking association located in Springfield, Illinois, as trustee, to have and to hold in trust for the uses and purposes hereinafter expressed. This trust shall be known as "Trust B."

Item Five. (a) The trustee shall pay all of the net income derived from both Trust A and Trust B to my wife, Bernadine M. Harrison, for and during her lifetime. Such payments shall be made in installments which suit the convenience of the trustee except that they must be made at least as often as semi-annually.

(b) Whenever the trustee determines that the income of my wife from all sources known to the trustee is not sufficient for her reasonable support and comfort, the trustee shall pay to her, or use for her benefit, such sums as the trustee determines to be required for those purposes from the principal of Trust A or Trust B, as the trustee selects.

Item Six. (a) Upon the death of my wife, Bernadine M. Harrison, the trustee shall distribute Trust A as it is then constituted to such person or persons, or to my wife's own estate, upon such conditions and estates, in trust or otherwise, with such powers, in such manner and at such time or times as she appoints and directs by her will, specifically referring to this general testamentary power of appointment.

(b) To the extent that my wife does not effectively exercise her power of appointment, Trust A shall, upon her death, or upon my death if she shall predecease me, be distributed in equal shares to my niece Charlotte Sue Huggins and to my nephew Roger Lyle Harrison, absolutely and in fee simple; the descendants of any of

FILED
SEP 7 - 1973
Edward W. Ryan
CLERK

them who may then be dead to take per stirpes the share of Trust A which his, her or their parent would have taken if living at the time of distribution thereof.

Item Seven. (a) Upon the death of my wife, Bernadine M. Harrison, the trustee shall pay the net income derived from Trust B to my wife's sister Ruth M. Johnston for and during her life.

(b) Upon the death of my sister-in-law, Ruth M. Johnston, or upon the death of my wife, Bernadine M. Harrison, or upon my death, whichever event shall last occur, Trust B shall be distributed as follows:

1. The sum of $5000 to my niece Charlotte Sue Huggins.

2. The sum of $5000 to my nephew Roger Lyle Harrison.

3. The remaining balance of the trust estate to those of the descendants of my wife's nephew Robert A. Mayne, who are living at the time of the distribution of Trust B, to take, per stirpes, absolutely and in fee simple.

Item Eight. (a) The interest of any beneficiary in the income or principal of the trust estate shall be free from the control or interference of any creditor of a beneficiary or of a spouse of a married beneficiary, and shall not be subject to attachment or susceptible of anticipation or alienation.

(b) When the trustee is required to make distribution of the trust estate, it may do so in money or in kind or partly in money and partly in kind, including securities, real property and undivided interests in real or personal property, making the necessary equalizations in cash, at values to be determined by the trustee, whose judgment as to values shall be binding and conclusive upon all parties at interest.

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SEP 7 - 1973
Edward W. Byrne
CLERK

Item Nine. The following provisions shall apply with respect to Trust A and to Trust B. The trustee shall hold, manage, lease, care for, and protect the trust property and collect the income therefrom, all in accordance with its best judgment and discretion, being fully authorized to cause any securities or other property, real or personal, belonging to the trust to be held or registered in its name or in the name of its nominee or in such other form as it deems best without disclosing the trust relationship. Any leases that may be made may commence at the time of making or on a future day and may be for any period of time the trustee thinks best, though extending beyond the term of the trust. The trustee is fully authorized to invest and reinvest the trust assets in bonds, stocks, mortgages, notes, or other property of any kind, real or personal, irrespective of any statutes or rules of law limiting the investment of trust funds. The trustee is given full power to sell at public or private sale and convey any and all of the trust property and any reinvestments thereof from time to time for such price and upon such terms as it shall see fit. It is also authorized to borrow money, to extend or renew any existing indebtedness, and to mortgage or pledge any property in the trust; and no purchaser or mortgagee shall be obliged to see to the application of any purchase or mortgage money. The trustee may vote either in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose. The trustee may exercise or sell any subscription or conversion rights; it may consent to or join in any voting trusts, reorganizations, consolidations, mergers, foreclosures, and liquidations, and, in connection therewith, may deposit securities with or under the direction of any protective committee under such terms as the trustee may deem advisable, and may accept and hold any securities

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SEP 7 - 1973
Edward W. Byron
CLERK

or other property received through the exercise of any of the foregoing powers. The trustee is authorized to settle, compromise, contest, prosecute, or abandon claims in favor of or against the trust as it may deem advisable. The trustee may employ accountants, agents, attorneys, brokers and such other persons as it deems advisable for the proper administration of the trust. In general, the trustee shall have the right to do any and every act and thing and to enter into and carry out any and every agreement with respect to the trust property which in its judgment may be necessary or appropriate for the proper and advantageous management, investment, and distribution of the trust property. For the purposes aforesaid, the trustee may execute and deliver all proper and necessary instruments and may give full receipts and discharges. The trustee shall be entitled to receive reasonable compensation for its services hereunder and shall also be reimbursed for all reasonable expenses incurred in the management and protection of the trusts.

With respect to the farmland placed in Trust A, the trustee shall have full power to engage in farm operations; to lease on shares, to plant and harvest all kinds of crops, to purchase and sell equipment and farm produce of all kinds; to make improvements; to construct buildings and repair any buildings; to engage agents, managers and employees and to delegate to them any of its powers; and to perform any other acts necessary or desirable in its discretion to operate successfully such farm properties. It is my request that the trustee shall confer with its co-owner of the farm concerning farm operations. My brother Lyle Harrison is now a co-owner of the farm with me.

Item Ten. I nominate and appoint The First National Bank of Springfield, a national banking association located in Springfield, Illinois, as the executor of this, my

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SEP 7 - 1973
Edward W. Ryan
CLERK

Lastly. I give to my executor during the period of administration of my estate full power and authority in its discretion:

(a) To sell, without order of court, all or any part of my property, real or personal, which I may own at the time of my death, at either public or private sale, for cash or partly cash and partly credit, and upon such terms as to it may seem advisable, and the purchaser thereof shall not be responsible for the application of the proceeds. Such power of sale shall be general and shall not be restricted to purposes related to the administration of my estate.

(b) To borrow money for the benefit of my estate and to secure the loan by pledge or mortgage of estate assets.

IN WITNESS WHEREOF, I have hereunto set my hand and seal unto this, my will, on the 19th day of June, 1969.

Harry H. Harrison (Seal)

We certify that in our presence on the date appearing above Harry H. Harrison signed the foregoing instrument and acknowledged it to be his will, that at his request and in his presence and in the presence of each other we have signed our names below as witnesses, and that we believe him to be of sound mind and memory.

Lee Evans Residing in Springfield, Illinois

Norman S. Jones Residing in Springfield, Illinois

Mary Winchell Evans Residing in Springfield, Illinois

Sept. 25 1973
Proof of will made and same admitted to probate.
Byron K. Lack
Judge

FILED
SEP 7 - 1973
Edward W. Ryan
CLERK

Gen. No. 73 p 672

Certificate of Publication

IN

ILLINOIS STATE JOURNAL

SPRINGFIELD, ILLINOIS

Harry H. Harriman, Jr'd

Excerpts from proceedings of the Board of Directors of The Illinois State Journal-Register, Inc., an Illinois corporation, at a meeting of said Board held on April 3, 1967, at which a quorum was present:

The following resolution was adopted:

"Resolved: That Certificates of Publication of legal notices, in accordance with Chapter 100 of the Illinois Revised Statutes, published in The Illinois State Journal and Illinois State Register at Springfield, Illinois, may be signed on behalf of this corporation and in its corporate name and such Certificates may be certified by any of the duly elected officers of this corporation or by any of the business managers, controllers or auditors of either of such newspapers, and that a copy of this resolution, duly certified by the Secretary or an Assistant Secretary, shall be printed upon all Certificates of Publication of legal notices published in said newspapers, and shall be evidence of the authority of the officer or agent signing for and on behalf of the corporation."

I, NICHOLAS G. PENNIMAN IV, Secretary of The Illinois State Journal-Register, Inc., a corporation of the State of Illinois, do hereby certify that the foregoing is a full and true copy of a resolution adopted by the Board of Directors of said Corporation at a meeting duly held on April 3, 1967.

Given under my hand and the seal of the Corporation.

this 11th day of October 19 73

SECRETARY

Recorded in Claim Docket

No. 57, Page 351

Certificate of Publication in THE ILLINOIS STATE JOURNAL

STATE OF ILLINOIS } ss.
COUNTY OF SANGAMON }

FILED
OCT 18 1973

THE ILLINOIS STATE JOURNAL-REGISTER, INC. DOES HEREBY CERTIFY:

That it is a corporation duly organized and existing under the laws of the ~~State~~ of Illinois:

That it is the publisher of the Illinois State Journal, a secular daily newspaper printed and published in the City of Springfield, in Sangamon County, Illinois, and of general circulation in said City, County and State; and that it is a newspaper as defined in "An Act to Revise the Law in Relation to Notice" — Ill. Revised Statutes, Chap. 100, Sections 1, 5 and 10.



That a notice of which the annexed is a true copy has been regularly published in said newspaper ... time ... Each ... for ... successive ... that the first publication of said notice was on the 27th day of September 19 73 and the last publication thereof was on the 11th day of October 19 73 that the face of type in which each publication of said notice was printed was the same as the body of type used in the classified advertising in the newspaper in which said publication was made:

That said The Illinois State Journal has been regularly published in said City, County and State for at least one year prior to the first publication of said notice.

In WITNESS WHEREOF, said The Illinois State Journal-Register, Inc., publisher of aforesaid has executed this Certificate of Publication by its Officer or Agent thereunto duly authorized this 11th day of October 19 73

THE ILLINOIS STATE JOURNAL-REGISTER, INC.

By .....

Printer's Fee $ 15.60 Paid ..... 19 .....

I ... 6291 ... Folio ...

S-446

In Account with

Illinois State Journal
ILLINOIS STATE REGISTER

PHONE 217-544-5711
313 SOUTH SIXTH ST. • SPRINGFIELD, ILLINOIS 62701

FILED
OCT 18 1973
Edward W. Ryan CLERK

Ensel, Jones, Blanchard & La Barre
425 East Monroe Street
Springfield, Illinois

Date October 11, 1973

September 27, October 4, 11, 1973 - Legal - Journal		
Death & Claim Notice: Harry H. Harrison Cert: 6291	$15	00

PAID
OCT 17 1973
Illinois State Journal & Register
By

Certificate of publication will NOT be forwarded until receipt of remittance.
ACCOUNTING DEPARTMENT
Illinois State Journal and Register

Form 22a

INHERITANCE TAX — Acknowledgment of Attorney General to Circuit Clerk

In the Matter of the Estate of
Harry H. Harrison
Deceased

Inheritance Tax Appraisement
No 73 P 77

To the Circuit Clerk of Sangamon County, Illinois.

Dear Sir:

This will acknowledge receipt of certified copy of:

☑ Inheritance Tax Return Final

☐ Order assessing tax

in the above decedent's estate.

FILED
SEP 3 - 1974

Dated, Springfield, Illinois, this AUG 8 1974 day of _____ 19____

William J. Scott
Attorney General

INHERITANCE TAX — Acknowledgment of Attorney General to Circuit Clerk

In the Matter of the Estate of Inheritance Tax Appraisement

Harry H. Harrison (Deceased) No. 73672

To the Circuit Clerk of Sangamon County, Illinois.

Dear Sir:

This will acknowledge receipt of certified copy of:

☐ Inheritance Tax Return

☑ Order assessing tax

in the above decedent's estate.

FILED
DEC 6 1974

Dated, Springfield, Illinois, this NOV 5 1974 day of 19

William J. Scott
Attorney General

ORDER APPROVING FINAL ACCOUNT

IN THE CIRCUIT COURT OF SANGAMON COUNTY, ILLINOIS

PROBATE DIVISION NO. IN PROBATE

In the Matter of the Estate of

INVENTORY

IN THE CIRCUIT COURT OF SANGAMON COUNTY, ILLINOIS

PROBATE DIVISION NO. 73-P-672 IN PROBATE

FILED

NOV 13 1973

Edward W. Rose
CLERK

In the Matter of the Estate of

HARRY H. HARRISON
deceased

The following is a verified Inventory of all the real and personal property of said Estate so far as the same has come to the knowledge of the undersigned.

REAL ESTATE

One-half (1/2) interest in 180.89 acres lying in the Northwest Quarter (NW 1/4) of Section 23 and the Northeast Quarter (NE 1/4) of Section 22, Township 15 North, Range 5 East of the Third Principal Meridian, adjacent to and East of the East line of the Wabash Railroad right-of-way in Lovington Township, Moultrie County, Illinois.

PERSONAL ESTATE

Evaluation (including any causes of action on which the undersigned has a right to sue).

1. Security Federal Savings & Loan Association, Savings Certificate No. 8-1709 $8,511.56
2. Laclede Gas Company, 700 shares common stock
3. Tenneco Inc., 1,400 shares common stock
4. Union Electric Co., 900 shares common stock
5. Moultrie Grain Association, 2 shares common stock
6. U.S. Treasury Bonds, 4% due 02-15-80, face value $2,500.00
7. San Jose, California, 3.4% 1966 municipal improvement bond, due 06-15-80, face value $5,000.00
8. 1970 Oldsmobile 4-door sedan
9. One-fourth (1/4) interest in growing crops on 550 acres in Moultrie County, Illinois

November 13, 1973

The undersigned reports that the above is a true and correct Inventory of the real and personal property of said Estate which has come to its knowledge, and of any cause of action on which it has a right to sue.

THE FIRST NATIONAL BANK OF SPRINGFIELD,
Springfield, Illinois, as Executor of the Estate
of Harry H. Harrison, deceased

By Thomas R. Ranson
Trust Officer

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

Thomas R. Ranson, being first duly sworn, deposes and says that he is Trust Officer of The First National Bank of Springfield, Springfield, Illinois, a national banking association, which is Executor of the Estate of Harry H. Harrison, that he executed the foregoing on its behalf, he being duly authorized so to do, and that the above is a true and correct Inventory of the real and personal property of said Estate, which has come to the knowledge of the said Executor and of any cause of action on which the Executor has a right to sue.

Thomas R. Ranson

Subscribed and sworn to before me this
[illegible] of November A. D. 1973

Notary Public

Attorney: Ensel, Jones, Blanchard & LaBarre
425 East Monroe Street
Springfield, Illinois 62701
Telephone: 525-1364

Probate Form 188 — 40086—I-60 Byers Printing Company, Springfield, Illinois. — 7

ORDER APPROVING FINAL ACCOUNT

IN THE CIRCUIT COURT OF SANGAMON COUNTY, ILLINOIS

PROBATE DIVISION NO. 73 P 672 FILED **IN PROBATE**

AUG 8 - 1975

Edward W. Ryan CLERK

In the Matter of the Estate of

HARRY H. HARRISON

~~Minor(s)~~ ~~Incompetent~~—Deceased

NOW comes on for hearing the Final Account filed herein on the 7th day of August, A.D. 1975, by THE FIRST NATIONAL BANK OF SPRINGFIELD, Springfield, Illinois, executor of the Will of ~~the estate~~ of the above captioned person, and the court having examined said verified account and all objections thereto, if any, made in writing or in person or by attorney, and having examined and considered all exhibits and evidence submitted in support of the account or in support of objections, if any, and having heard all arguments presented and being now fully advised in the premises:

FINDS that notice of this hearing has been duly waived or given to all interested parties in compliance with the applicable statutes and rules of court; and further

FINDS that the matters and things stated in said account have been duly proved,

IT IS THEREFORE ORDERED by the court that said account is hereby approved—and that the distribution shown in said account to have been made is hereby approved—and that the distribution proposed in said account is hereby approved and directed to be made as proposed.

ENTER: August 8 1975 R. J. Craig Judge.

Recorded in Daily Probate Record for: August 8, 1975

Probate Form 189 — S-451 — 7

ORDER DECLARING ESTATE SETTLED AND DISCHARGING

IN THE CIRCUIT COURT OF SANGAMON COUNTY, ILLINOIS

PROBATE DIVISION NO. 73 P 672 FILED **IN PROBATE**

AUG 8 - 1975

Edward W. Ryan CLERK

In the Matter of the Estate of

HARRY H. HARRISON

~~Minor(s)~~ ~~Incompetent~~—Deceased

NOW comes on for further hearing the Final Account filed herein on the 7th day of August, A.D. 1975, by THE FIRST NATIONAL BANK OF SPRINGFIELD, Springfield, Illinois, executor of the Will of ~~the estate~~ of the above captioned person, which account was approved by the court on the 8th day of August, A.D. 1975, and the court being now fully advised in the premises:

FINDS that all things requisite and necessary in the proper administration of said estate have been duly and regularly done and performed according to law and rule; and further

FINDS that said legal representative has duly proved to the court that full distribution of said estate among those lawfully entitled thereto has been made and that the said legal representative has complied with all orders of the court relating thereto,

IT IS THEREFORE ORDERED by the Court that said legal representative is hereby discharged and all bonds of said legal representative together with any sureties thereon are hereby released, and the estate of the above captioned person is hereby declared fully settled and closed.

ENTER: August 8 1975 R. J. Craig Judge.

Recorded in Daily Probate Record for: August 8, 1975

Probate Form 1 41700 Byers Printing Company, Springfield, Illinois 7

PETITION FOR PROBATE OF WILL AND LETTERS TESTAMENTARY

IN THE CIRCUIT COURT OF SANGAMON COUNTY, ILLINOIS

PROBATE DIVISION NO. 73- P672 IN PROBATE

FILED
SEP 17 1973
Edward W. Pyron CLERK

In the Matter of the Estate of
HARRY H. HARRISON
Deceased.

To the Honorable Judge, Presiding in Probate:
Your petitioner(s), Bernadine M. Harrison, being duly sworn, state(s), that:

1. Harry H. Harrison, a resident of Springfield in the County of Sangamon and State of Illinois whose post-office address was 440 East Canedy, died on the 19th day of August, 19 73, at Springfield, Illinois, leaving a last will, dated the 19th day of June, 19 69

2. The approximate value of the real and personal estate of the testator in this State is as follows:
Personal estate . . . . . $ 80,000.
Real estate . . . . . $ Unknown

3. The names and post-office addresses of all of the testator's heirs, legatees and devisees are as follows:
(List heirs first)

NAME	Relationship	Heir—H Legatee—L Devisee—D	Minor—M Incompetent—I	POST-OFFICE ADDRESS (If unknown so state)
Bernadine M. Harrison	Wife	H,L		440 East Canedy Springfield, Illinois
The First National Bank of Springfield as Trustee		L,D		5th & Adams Streets Springfield, Illinois

4. The decedent nominated as executor(s):

NAME	POST-OFFICE ADDRESS
The First National Bank of Springfield	5th & Adams Street Springfield, Illinois 62701

qualified and willing to act.
Petitioner(s) pray that said will be admitted to probate and that Letters Testamentary issue.
Petitioner(s) further pray for the appointment of the following appraiser(s) qualified to act:

Subscribed and sworn to before me this 31st day of August, A.D. 1973, in the County of Sangamon, State of Illinois.

MARY ELIZABETH QUINN NOTARY PUBLIC SANGAMON CO.

Mary Elizabeth Quinn
Notary Public

Bernadine M. Harrison Petitioner
Address: 440 E. Canedy, Springfield, Ill.
Petitioner
Address:
Ensel, Jones, Blanchard & LaBarre Attorney
Address: 425 East Monroe Street
Springfield, Illinois 62701
Telephone: (217) 525-1364

Hearing Set Before This Court for:
....., A.D. 196...., at ..... o'clock .....M. .....Judge.

Recorded in Daily Probate Record for: September 17, 1973

Probate Form 42

APPEARANCE AND CONSENT TO PROBATE OF WILL

IN THE CIRCUIT COURT OF SANGAMON COUNTY, ILLINOIS

PROBATE DIVISION NO. 73-P-672 IN PROBATE

In the Matter of the Estate of

HARRY H. HARRISON
Deceased.

FILED
SEP 17 1973
Edward W. Fyan
CLERK

The undersigned being of lawful age and under no legal disability, hereby severally enter our appearance, waive all notice, objections and statutory requirements, and consent to an immediate order to admit to probate the instrument purporting to be the last Will of said decedent dated June 19 19 69 including codicils thereto

Bernadine M. Harrison

Recorded in Daily Probate Record for: September 17, 1973

Probate Form 40 42524 Byers Printing Company, Springfield, Illinois

ORDER ADMITTING WILL TO PROBATE

IN THE CIRCUIT COURT OF SANGAMON COUNTY, ILLINOIS

PROBATE DIVISION NO. 73-P-672 IN PROBATE

FILED
SEP 25 1973
Edward W. Ryan
CLERK

In the Matter of the Estate of

HARRY H. HARRISON
Deceased.

This cause coming on for hearing upon the verified petition for the admission to probate of the Last Will of the above captioned decedent, who died on the 19th day of August, 19 73, which petition the Court finds to be in due form required by statute; and it appearing to the Court that due notice has been given to all parties entitled thereto according to law, the Court finds that it has jurisdiction of the subject matter of said petition and of all parties hereto; and having heard the testimony of Lee Ensel and Norman P. Jones attesting witnesses to the said will, the Court finds the testimony adduced to be legally sufficient and in accordance with Section 69 of the Probate Act.

IT IS HEREBY ORDERED that the Last Will of the above captioned decedent, dated June 19, 1969, be and it is hereby admitted to probate.

Enter: Sept. 25, 1973

Byron Dutch
Judge.

Recorded in Daily Probate Record for: September 25, 1973

Probate Form 41

ORDER APPOINTING LEGAL REPRESENTATIVE

IN THE CIRCUIT COURT OF SANGAMON COUNTY, ILLINOIS

PROBATE DIVISION NO. 73-P-672 IN PROBATE

FILED
SEP 25 1973
Edward W. Ryan
CLERK

In the Matter of the Estate of

HARRY H. HARRISON

~~Minor~~ — Deceased

This cause coming on for hearing on verified petition for the appointment of a legal representative of the estate of the above captioned, which petition the Court finds to be in due form required by statute;

And it appearing to the Court that due notice has been given to all parties entitled thereto according to law, the Court finds that it has jurisdiction of the subject matter of said petition and of all the parties hereto. After full hearing and after having considered said petition and having heard the testimony adduced, the Court adjudges that the individual or individuals or the corporate fiduciary hereinbelow appointed, is or are qualified to act as such legal representative.

It is therefore ORDERED that THE FIRST NATIONAL BANK OF SPRINGFIELD, a ~~or~~ national banking association, having its banking house in the City of Springfield, Illinois is hereby appointed Executor of the estate of the above captioned, upon entering into proper bond, and filing said bond in this Court, in the penalty of $....., as principal, with ..... as surety; or in case of a corporate fiduciary upon its filing its acceptance.

The Clerk of this Court will issue Letters in accordance herewith.

Enter: Sept 25, 1973

Byron D. Koch
Judge.

Recorded in Daily Probate Record for: September 25, 1973

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

IN THE CIRCUIT COURT
OF SAID COUNTY

FILED
SEP 25 1973
Edward W Rosson
CLERK

IN THE MATTER OF THE ESTATE

OF

HARRY H. HARRISON,
Deceased

IN PROBATE

NO. 73-P-672

ACCEPTANCE OF THE OFFICE OF EXECUTOR

The undersigned, THE FIRST NATIONAL BANK OF SPRINGFIELD, a national banking association, having its banking house in the City of Springfield, Illinois, and duly authorized to accept and execute trusts in the State of Illinois, hereby accepts the office of Executor of the Estate of Harry H. Harrison, deceased, and accepts the issurance to it by the Circuit Court of Sangamon County, Illinois, of Letters Testamentary as such Executor, and agrees that it will truly administer said estate and will perform all acts required of it by law to the best of its ability.

Dated this 5th day of September A.D., 1973.

THE FIRST NATIONAL BANK OF SPRINGFIELD

By Thomas R Rawson

Trust Officer

Sentember 25, 1973

Probate Form 57

LETTERS TESTAMENTARY

IN THE CIRCUIT COURT OF SANGAMON COUNTY, ILLINOIS

PROBATE DIVISION NO. 73-P-672 IN PROBATE

In the Matter of the Estate of

HARRY H. HARRISON

Deceased.

FILED
SEP 25 1973
Edward W. Ryan
CLERK

The People of the State of Illinois,

To All to Whom These Presents Shall Come—Greeting:

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF SPRINGFIELD, Springfield, Illinois,

ha s been appointed Executor of the Will of the above captioned decedent who died on the 19th day of August, A.D. 1973, and said Executor is authorized to sue for and collect the personal estate of and debts due the decedent, and to perform all duties imposed on the Executor by the Will so far as there is property and the law charges said Executor; and to do all other acts now or hereafter required of said Executor by law.

Witness: EDWARD W. RYAN,

Clerk of the Circuit Court in the County of Sangamon, and the seal of the Court, this 25th day of September, A.D. 1973.

Edward W. Ryan
Clerk of the Circuit Court.

Recorded in Daily Probate Record for: September 25, 1973

IN THE CIRCUIT COURT FOR THE
SEVENTH JUDICIAL CIRCUIT OF ILLINOIS
SANGAMON COUNTY IN PROBATE

ESTATE OF HARRY H. HARRISON, DECEASED. } NO. 73-P-672

PROOF OF HEIRSHIP

BE IT REMEMBERED that heretofore, to-wit: on the 25th day of September, 1973, the same being one of the days of said Court, before the HONORABLE BYRON E. KOCH, Judge of the Seventh Judicial Circuit, the following proceedings were had:

APPEARANCES:

Messrs. Ensel, Jones, Blanchard & LaBarre,
Attorneys at Law,
425 E. Monroe,
Springfield, Illinois.

-

BERNADINE M. HARRISON

called as a witness herein, having been first duly sworn on oath, was examined and testified as follows, to-wit:

BY-MR. JONES:

Q Will you state your name?

A Bernadine M. Harrison.

Q Where do you reside?

A Springfield, Illinois.

Q What relation are you to Harry H. Harrison?

A Widow.

Q When did he die?

A August 19, 1973.

Q Did he leave a will?

A Yes.

Q Was he a resident of the United States?

A Yes.

Q And domiciled in Springfield, Illinois.

A Yes.

Q Did he leave a widow surviving?

A Yes, myself.

Q Bernadine M. Harrison?

A Yes.

Q Did Harry H. Harrison ever have any children natural or adopted?

A No.

MR. JONES: That is all, thank you.

BE IT REMEMBERED, that the foregoing is a true and complete transcript of all the testimony taken at the Hearing on Petition for Proof of Heirship of HARRY H. HARRISON, deceased, held on September 25, 1973.

BYRON E. KOCH, JUDGE

(4567S—50M—3-73) 10

INVENTORY

Return, when completed to
WILLIAM J. SCOTT, Attorney General
Springfield, Illinois

STATE OF ILLINOIS } ss.
County of MOULTRIE }

In the Matter of the Estate of
Harry H. Harrison
Deceased

who died August 19, 1973, and whose residence at time of death was
440 E. Canedy, Springfield, Illinois 62703

The following is a list of all bank accounts, all the contents of Box No. 160A and of all Boxes, billfolds, envelopes (sealed or unsealed), packages (sealed or unsealed), papers, containers, or other property of the decedent, at, or in the possession or control (for "safekeeping" or otherwise) of the
HARDWARE STATE BANK
(bank, institution, or individual)
standing, at the date of death, in the name of Harry H. Harrison, deceased, and Lyle L. Harrison (Brother)
which said bank or institution exhibited to the undersigned appointee of the Attorney General. Prior to this Inventory, said Box was last entered on May 29, 1973, by Lyle L. Harrison
whose address is: Lovington, Illinois 61937

QUANTITY	ARTICLES	Serial or Certificate numbers of Stocks or bonds	VALUE	REGISTERED NAME OF OWNER(S)
1	Checking Account Account established 7-13-42)	204-749	$11,610.17	Harry H. Harrison and Bernadine Harrison Joint Tenants
1	Time Certificate on Hardware State Bank, dtd. 10-28-72, due 1 year at 5½%	SM1580	5,000.00	Registered as acct. above
1	Farm Insurance Policy issued to Harrison Brothers by St. Paul Fire & Marine Ins. Co. dtd 7-26-70 with continuous coverage Total Coverage $24,200	112GA0634		Harrison Brothers Lyle & Harry Harrison
1	Endorsement to above policy increasing coverage another $4,700.00			Harrison Brothers Lyle & Harry Harrison
1	Deed to SW¼ Sect. 23 & Lot 11, being the NE¼ of the SW¼ of Sect. 16 all in Twp. 15 North Range 5 E of the 3rd P.M. Moultrie Co. Ill. Grantor: Peter & Mary Lux to Harry H. Harrison (life estate) then to Lyle Lux Harrison, deed dtd. 8-13-1920.		to:	First to: Susan Myrtle Harrison (now deceased) to Lyle Lux Harrison and Harry H. Harrison
1	Insurance Policy on Machine Shed Located SW¼ Sect. 23, Twp. 15 N Range 5 E of 3rd P.M. issued by Sullivan Mutual County Fire Ins. Co. for $7,800.00 coverage	42-5994		Harrison Brothers
1	Abstract of Title (in 3 parts) to SE¼ of NW¼ and SE¼ of SW¼ of Sect. 16, Twp. 15 North Range 5 East			Not extended since 1920's
1	Quit Claim Deed dtd 10-3-1936 from Susan Myrtle Harrison and Edna Kinsel Lux to Lands in Section 22 & 23 Twp. 15 North Range 5 E of 3rd P.M. containing 180.89 acres			To: Susan Myrtle Harrison for and during her natural life time then to Harry Howard Harrison and Lyle Lux Harrison in fee simpl

NOTE
THIS FORM ISSUED FOR USE IN THE ESTATE OF
Harry H. Harrison ONLY
INHERITANCE TAX FILE NO. 883424

(Over)

(Inventory—Continued)

QUANTITY	ARTICLES	Serial or Certificate numbers of Stocks or Bonds	VALUE	REGISTERED NAME OF OWNER(S)
	Script Certificates (Allocated Ownership) ~~From~~			
	From Moultrie Grain Association			Harrison Brothers
	Dated 6-1-53	1924	17.8~~8~~	" "
	Series 1954	268	~~22.30~~ 16.79	Same
	Series 1955	255	26.68	Same
	Series 1956	254	10.55	Same
	Series 1957	233	.25	Same HHH
	Series 1957	237	~~47.04~~ 32.93	Same
	Series 1958	217	11.12	Same
	Series 1959	255	~~342.35~~ 26.76	Same
	Series 1960	261	~~287.98~~ 28.98	Same
	Series 1960	262	~~10.85~~ 8.14	Same HHH
	Series 1961	270	~~12.05~~ 6.02	Same HHH
	Series 1961	272	~~40.25~~ 20.12	Same
	Series 1962	258	~~4.88~~ 2.44	Same ESTATE OF M
	Series 1962	257	~~26.96~~ 13.48	Same
	Series 1962	255	.38	Same HHH
1	Lot of miscellaneous papers of no apparent value		~~881.56~~ 476.0	Harrison Bro
			649.9	
			~~679.86~~	
			697.09	

H. Bros
HHH
ESTATE OF MYRTLE H.
679.86
14.79
2.44
697.09

*Locate th certificat
dr Hamp bo
in Springfield ?

I do hereby certify that the foregoing is a full, correct and complete list of all bank accounts, and all the contents of Box No. 160A, and of all Boxes, billfolds, envelopes (sealed or unsealed), packages (sealed or unsealed), papers, containers _____, or other property of the decedent, at, or in possession or control (for "safekeeping" or otherwise), of the, HARDWARE STATE BANK Bank exhibited by it to me and belonging to said decedent at the time of death, or standing in the name of said decedent and Lyle L. Harrison

made by me this 7th day of September, 19 73, in accordance with my appointment.

Wm E Parr
Appointee of the Attorney General

Exec. Vice President
Official Title

I, Dorothy L. Odell Cashier
(Title)

an officer of ~~said~~ Hardware State Bank
(bank, institution, or individual)

authorized to make this certificate, do hereby certify that the above and foregoing is a full, true and complete list of all bank accounts, and complete list of all the contents of said Box, and of all, each and every of the Boxes, billfolds envelopes (sealed or unsealed), packages (sealed or unsealed), papers, containers _____, or other property of the decedent in possession or control of said institution (for "safekeeping" or otherwise) or standing in the name of said decedent, or in the joint name of said decedent, and Lyle L. Harrison (brother)

Dorothy L Odell Cashier
(Name) (Title)

(This Certificate must be signed by a person other than the officer signing the Inventory.)

Form 706 (Rev. Feb. 1974)
Department of the Treasury
Internal Revenue Service

United States Estate Tax Return

Estate of citizen or resident of the United States (See separate instructions.)
File within 9 months after date of death.

Appendix JJJ - 462

IRS use only — Date received

Decedent's first name and middle initial	Decedent's last name	Date of death
Alta B.	Harrison	March 22, 1976
Domicile at time of death	**Year domicile established**	**Decedent's social security number**
Lovington, Illinois	Many years ago	327-48-4480

Executors, administrators (including ancillary executors and administrators), or persons in possession of property

Name	Designation	Address (Number and street, city, State, and ZIP code)
Lyle L. Harrison	Executor	620 McMullen Ct. Lovington, Illinois 61937

Attorneys representing the estate, if any

Name	Address (Number and street, city, State, and ZIP code)	Telephone number
Elder and Elder	101 West Harrison Street Sullivan, Illinois 61951	(217) 728-4374

Declaration under 26 C.F.R. 601.502(c)(3)(ii) if return prepared by an attorney

I declare that I am (the/one of the) attorney(s) listed above representing the estate, and that I am currently qualified to practice in the State of _____

(Signature of attorney if he prepared the return) _____ (Date) _____

Name and location of court where will was probated or estate administered: Circuit Court of the Sixth Judicial Circuit, Sullivan, Illinois

Case number: 76-P-24

If decedent died testate check here [X] and attach a certified copy of the will.

Computation of Tax

Has a prior estate tax return been filed, have any prior estate tax payments been made, or have certain marketable United States Treasury bonds been redeemed as explained in instruction 5? [X] Yes [ ] No

If "Yes," attach explanation.

Part I	1 Total gross estate (from Recapitulation, page 3)		201,551.74
	2 Total allowable deductions (from Recapitulation, page 3)	88,264.52	
	3 Exemption	60,000.00	
	4 Total deductions plus exemption		148,264.52
	5 Taxable estate (item 1 minus item 4)		53,287.22
Part II	6 Gross estate tax. (Use Table A in separate instructions.)		7,821.81
	7 Credit for State death taxes. (Use Table B in separate instructions and furnish credit evidence.)		106.30
	8 Gross estate tax less credit for State death taxes (item 6 minus item 7). This is the net amount payable unless credit for Federal gift taxes, foreign death taxes, or tax on prior transfers is claimed in Part III.		7,715.51
Part III	9 Credit for [illegible] taxes. (Attach computation.) Treasury Bonds redeemed (est.)	7,097.39	
	10 Credit for foreign death taxes (from Schedule O). (Form 706CE is required.)		
	11 Credit for tax on prior transfers (from Schedule P)		
	12 Total of credits under Part III (total of items 9, 10, and 11)		7,097.39
	13 Net estate tax payable (item 8 minus item 12)		618.12

Please attach the necessary supplemental documents; see instruction 6.

Under penalties of perjury, I declare that this return, including accompanying statements, has been examined by me, and is, to the best of my knowledge and belief, true, correct, and complete. If prepared by a person other than the executor, administrator, or person in possession of property, his declaration is based on all information of which he has any knowledge.

_____, Executor — Signature of executor, administrator, or person in possession of property — Date: /76

_____ — Signature of preparer other than executor, etc. — Address (and ZIP Code): 135 S. LaSalle St., Rm. 3400, Chicago, Ill. 60603 — Emp. Ident. or Soc. Sec. No. — Date: /76

Estate of: Alta B. Harrison

App. 463

General Information

1 Address of decedent at time of death (Number and street, city, State, and ZIP code)
620 McMullen Court, Lovington, Illinois 61937

2 Place of death, if different than decedent's address (e.g., name of hospital)
Community Hospital, Chula Vista, California

3 Cause of death
Cardio - Pulmonary Decomp.

4 Length of last illness
several weeks

5 Decedent's physicians

Name	Address (Number and street, city, State, and ZIP code)
Dr. John B. Neal	McCausland & Robinson Clinic Chula Vista, California

6 Date and place of birth
January 8, 1900 - Missouri

7 Decedent's business or occupation. If retired check here ☐ and state decedent's former business or occupation.
Housewife

8 Marital status of decedent at time of death
☒ Married—Date of marriage to surviving spouse July 23, 1921
—Domicile at time of marriage Lovington, Illinois.
☐ Widow or widower—Name and date of death of deceased spouse
☐ Single
☐ Legally separated—Name of legally separated spouse
☐ Divorced—Date divorce decree became final

9 Did the executor, administrator, or person in possession of property who is required to file the return make a diligent and careful search for property of every kind left by the decedent for whose estate this return is filed? ☒ Yes ☐ No

10 Individuals who receive benefits from the estate (do not include charitable beneficiaries shown in Schedule N or any heir receiving less than $1,000)

Name.—Enter the name of each individual who receives benefits from the estate directly as an heir, next-of-kin, devisee, or legatee or indirectly (for example, as beneficiary of a trust, annuity or insurance policy, shareholder of a corporation or partner of a partnership which is an heir, etc.).

Social Security Number.—If the individual has not been located or has no social security number, etc., enter such explanation.

Age.—On the date of the decedent's death.

Relationship.—Include relationships by blood, marriage, or adoption or indicate NONE.

Amount.—Value all interests on the date of death or the alternate valuation date, whichever is used, for estate tax purposes. The interest of each beneficiary should be valued in the same manner as it would be valued for estate or gift tax purposes. Where precise values cannot readily be determined (certain future interests, for example), a reasonable approximation should be entered. The sum of the values of the interests of all unborn or otherwise unascertainable beneficiaries should be shown on the last line (all unascertainable beneficiaries). Values should be stated without reduction for any estate or inheritance taxes.

Name	Social security number	Age	Relationship to decedent	Amount
Surviving spouse			x x x x x x x	
Lyle Lux Harrison	339-10-5736	77		
Others				
Charlotte H. Huggins	357-26-8857	42	Daughter	
Roger Lyle Harrison	343-30-0221	38	Son	
All unascertainable beneficiaries	x x x x x x x

Estate of: Alta B. Harrison **App. 464**

Recapitulation

Schedule	Gross estate	Alternate value	Value at date of death
A	Real Estate		55,276.73
B	Stocks and Bonds		100,095.21
C	Mortgages, Notes, and Cash		559.04
D	Insurance on Decedent's Life		-0-
E	Jointly Owned Property		45,353.64
F	Other Miscellaneous Property		267.12
G	Transfers During Decedent's Life		-0-
H	Powers of Appointment		-0-
I	Annuities		-0-
	Total gross estate		201,551.74

Schedule	Deductions	Amount	
J	1 Funeral Expenses and Expenses Incurred in Administering Property Subject to Claims	10,754.84	
K	2 Debts of Decedent	835.00	
K	3 Mortgages and Liens		
	4 Total of items 1 through 3	11,589.84	
	5 Allowable amount of deductions from item 4 (see note[1])	11,589.84	
L	6 Net Losses During Administration		
L	7 Expenses Incurred in Administering Property Not Subject to Claims		
	8 Total of items 5 through 7		11,589.84
M	9 Bequests, etc., to Surviving Spouse		
	10 Adjusted gross estate (see note[2])	189,961.90	
	11 Net amount deductible for bequests, etc., to surviving spouse (item 9 or one-half of item 10, whichever is smaller)		76,674.68
N	12 Charitable, Public, and Similar Gifts and Bequests		
	Total allowable deductions, except exemption (total of lines 8, 11, and 12)		88,264.52

[1] Note.—See paragraph 1 of the Instructions for the Recapitulation in the separate instructions.
[2] Note.—Enter at item 10 the excess of "Total gross estate" over item 8, if the decedent and his surviving spouse at no time held property as community property. If property was ever held as community property, compute the "Adjusted gross estate" (item 10) in accordance with the separate Instructions for the Recapitulation and attach an additional sheet showing such computation.

Estate of: Alta B. Harrison **App. 465**

SCHEDULE A—Real Estate

(For jointly owned property which must be disclosed on Schedule E, see the separate Instructions for Schedule E.)

Item number	Description	Alternate valuation date	Alternate value	Value at date of death
1	An undivided one-half interest in and to the following described real estate: The Southwest Quarter of the Northeast Quarter, and the North Half of the Northwest Quarter of the Southeast Quarter of Section 22, Township 15 North, Range 5 East of the 3rd P.M., Moultrie County, Illinois. This real estate is unimproved farm land. The attached Appraisal of William A. Elder indicates that the value of a 100% fee simple title is: $112,500.00 Less 1975 real estate taxes 946.54 Less 1976 real estate taxes (est.) 1,000.00 $110,553.46 Value of decedent's undivided one-half interest			55,276.73
	TOTAL (Also enter under the Recapitulation, page 3.)			55,276.73

(If more space is needed, insert additional sheets of same size.)

Estate of: Alta B. Harrison

App. 466

SCHEDULE B—Stocks and Bonds

(For jointly owned property which must be disclosed on Schedule E, see the separate Instructions for Schedule E.)

Item number	Description (including face amount of bonds or number of shares and par value where needed for identification)	Unit value	Alternate valuation date	Alternate value	Value at date of death
1	210 shares American Telephone & Telegraph Company common stock	56 3/8			11,838.75
	- Dividend paid on April 1, 1976 to holders of record on March 2, 1976				199.50
2	50 shares American Telephone & Telegraph Company $4.00 convertible preferred stock	60 5/16			3,015.63
3	200 shares Columbia Gas System common stock	24 3/4			4,950.00
4	12 shares Esmark, Inc., common stock	39 7/8			478.50
	- Dividend paid on April 1, 1976 to holders of record on March 8, 1976				4.56
5	38 shares International Business Machines common stock	258 7/8			9,837.25
6	350 shares Peoples Gas Company, common stock	35 7/8			12,556.25
	-Dividend paid on April 15, 1976 to holders of record on March 17, 1976				262.50
7	247 shares Quaker Oats Company common stock	23 9/16			5,819.94
	-Dividend paid on April 20, 1976 to holders of record on March 24, 1976 (ex-dividend on March 18, 1976)				51.87
8	15 units Municipal Investors Trust Fund 36 (see attached letter from M.L.P.F. & S.)	996.39			14,945.85
9	$20,000 U.S. Treasury Notes, Series M, 8 3/8% due 9-30-77	102.26			20,452.00
	-Accrued interest 10-1-75 to 3-22-76				796.31
10	$10,000 U.S. Treasury Bond, 4% due 2-15-80, (redeemable at par in payment of estate tax):				
	- $7,000 redeemable at par	100			7,000.00
	- $3,000 not redeemable	89.72			2,691.60
	- accrued interest 2-16-76 to 3-22-76				39.56
11	$5,000 U.S. Treasury Notes, Series D, 6 1/4% due 11-15-76	100.9			5,045.00
	- Accrued interest 11-16-75 to 3-22-76				110.14

NOTE: With the exception of Item 8, all unit values are the mean between the high & low quotation in the Wall Street Journal.

TOTAL (Also enter under the Recapitulation, page 3.) 100,095.21

(If more space is needed, insert additional sheets of same size.)

John Hancock Center
Chicago, IL 60611
(312) 766-3600

MERRILL LYNCH, PIERCE, FENNER & SMITH INC

November 5, 1976

Mr. Rollin C. Huggins, Jr.
Bell, Boyd, Lloyd, Haddad & Burns
Law Offices
135 South LaSalle Street
Chicago, Illinois 60603

RE: Estate of Alta B. Harrison

Dear Mr. Huggins:

At the time of Mrs. Harrison's death, March 22, 1976, she owned 15 units of Municipal Investors Trust Fund 36. On that date the bid was $978.75 and the ask $1,014.03. (Mean = 996.39)

We do not have a prospectus that we can send you, however, for your purposes the Municipal Investors Trust Fund are units that participate in a trust.

Very truly yours,

Lee H. Thiesfeld

Lee H. Thiesfeld
Account Executive

LHT/css

Estate of: Alta B. Harrison **App. 468**

SCHEDULE C—Mortgages, Notes, and Cash

(For jointly owned property which must be disclosed on Schedule E, see the separate Instructions for Schedule E.)

Item number	Description	Alternate valuation date	Alternate value	Value at date of death
1	$140.00 Barclays Bank International, Ltd. travelers cheques			140.00
2	Cash in Merrill, Lynch, Pierce, Fenner & Smith Account No. 63210930			419.04
	TOTAL (Also enter under the Recapitulation, page 3.)			559.04

(If more space is needed, insert additional sheets of same size.)

Estate of: Alta B. Harrison

App. 469

SCHEDULE D—Insurance on Decedent's Life

Was there any insurance on the decedent's life which is not included in the return as a part of the gross estate? ☐ Yes ☒ No
If "Yes," full details must be submitted under this schedule.

Item number	Description	Alternate valuation date	Alternate value	Value at date of death
1				
TOTAL (Also enter under the Recapitulation, page 3.)				-0-

(If more space is needed, insert additional sheets of same size.)

Form 706 (Rev. 2-74)

Estate of: Alta B. Harrison

App. 470

SCHEDULE E—Jointly Owned Property

1 Did the decedent, at the time of his death, own any property as a joint tenant with right of survivorship or as a tenant by the entirety? . . . . . ☒ Yes ☐ No

If "Yes," state the name and address of each surviving co-tenant.

	Name	Address (Number and street, city, State, and ZIP code)
A.	Lyle Lux Harrison	620 McMullen Ct. Lovington, Illinois 61937
B.		
C.		

2 If the answer to question 1 is "Yes," has the full value of the property been included in the gross estate? . . . ☒ Yes ☐ No

If "No," see the separate instructions for this schedule and submit the necessary proof.

Item number	Enter letter for co-tenant	Description	Alternate valuation date	Alternate value	Value at date of death
1	A	136 shares Leath & Co. common stock (listed on American Stock Exchange, but not traded on 3-22-76. Mean for 3-18-76 is 10 3/16; mean for 3-23-76 is 9 5/16; weighted average of means is 10 1/48)			1,362.83
2	A	$15,000 U.S.Treasury Notes, Series D, 6 1/4% due 11-15-76 at 100.9			15,135.00
		- Accrued interest 11-16-75 to 3-22-76			330.43
3	A	Checking account 204-757 at Hardware State Bank, Lovington, Ill.			1,757.45
4	A	Savings account 04-027-2 at Hardware State Bank, Lovington, Ill.			867.81
5	A	Lot 8 of McMullen's subdivision to the Village of Lovington, Illinois - This real estate is improved with a single family residence. Valued per Appraisal of William A. Elder attached: 26,500.00 Less 1975 real estate taxes 299.88 Less 1976 real estate taxes (est.) 300.00 25,900.12			25,900.12
		TOTAL (Also enter under the Recapitulation, page 3.)			45,353.64

(If more space is needed, insert additional sheets of same size.)

Estate of: Alta B. Harrison **App. 471**

SCHEDULE F—Other Miscellaneous Property

(For jointly owned property which must be disclosed on Schedule E, see the separate Instructions for Schedule E.)

	Yes	No
1 Did the decedent, at the time of his death, own any interest in a partnership or unincorporated business? . . . *If "Yes," state business name and address.*		X
2 Did the decedent, at the time of his death, own any articles or collections having either artistic or intrinsic value, such as jewelry, furs, paintings, antiques, rare books, coins or stamps? Dececent's personal affects and clothing had no cash value . . *If "Yes," full details must be submitted under this schedule.*		X
3 Was there any insurance which the decedent owned on the life of another which is not included in the return as a part of the gross estate? . . . *If "Yes," full details must be submitted under this schedule.*		X
4 Has the decedent's estate, his spouse, or any other person, received (or will receive) any bonus or award as a result of the decedent's employment or his death? . . . *If "Yes," full details must be submitted under this schedule.*		X
5 Did the decedent at the time of his death have a safe deposit box? . . . *If "Yes," state location, and if held in joint names of himself and another, state name and relationship of joint depositor.* Hardware State Bank - box in joint names. The joint depositor was Lyle Lux Harrison, husband. If any of the contents of the safe deposit box are omitted from the schedules in this return, explain fully why omitted. None omitted except miscellaneous papers of no value and items belonging to Lyle Lux Harrison	X	
6 Did the decedent, at the time of his death, own any other miscellaneous property not reportable under any other schedule?	X	

Item number	Description	Alternate valuation date	Alternate value	Value at date of death
1	Reimbursement from Medicare			164.80
2	Reimbursement from R.A. Gilman, M.D.			102.32
	TOTAL (Also enter under the Recapitulation, page 3.)			267.12

(If more space is needed, insert additional sheets of same size.)

Estate of: Alta B. Harrison **App. 472**

SCHEDULE G—Transfers During Decedent's Life

	Yes	No
1 Did the decedent make any transfer described in the first paragraph (including the six subparagraphs) of the separate instructions for this schedule?		X
2a Did the decedent, at any time, make a transfer (other than an outright transfer not in trust) of an amount of $5,000 or more without an adequate and full consideration in money or money's worth, but not believed to be includible in the gross estate as indicated in the first paragraph (including the six subparagraphs) of the separate instructions for this schedule?		X
If "Yes," furnish the following information:		
2b Date / 2c Amount or value / 2d Character of transfer		
3a Did the decedent, within 3 years immediately preceding his death, make any transfer of his property without an adequate and full consideration in money or money's worth? (But see statement below)		X
If "Yes," and the transfer was of an amount of $1,000 or more, furnish the following information:		
3b Date / 3c Amount or value / 3d Character of transfer		
3e Motive which actuated decedent in making the transfer		
3f Name and address of hospitals in which decedent was confined within 3 years of his death		
4 Were there in existence at the time of the decedent's death any trusts created by him during his lifetime?		X
5a Have Federal gift tax returns ever been filed? (Returns were filed to consent to gifts made by Lyle Lux Harrison) *If "Yes," furnish the following information:*	X	
5b Period(s) covered: 1964 & 1965 / 5c Internal Revenue office(s) where filed: Springfield, Illinois		

Item number	Description	Alternate valuation date	Alternate value	Value at date of death
xx	The following savings and loan accounts were in the name of decedent and her husband, Lyle L. Harrison, as joint tenants. Most, if not all, of the funds in these accounts had been contributed by Lyle L. Harrison. Shortly before decedent died Lyle L. Harrison withdrew the funds and closed the accounts. The accounts and amounts withdrawn were:			
1	Central Federal S&L No. 42-57145-5: $5,413.65			
2.	Central Federal S&L No. 42-57673-6: 7,605.24			
3.	Central Federal S&L No. 42-07331-2: 3,447.29			
4.	Home Federal S&L certificate of deposit: 5,805.19			
	(The executor contends that these transfers are not taxable herein. Please note that even if they were taxable they would qualify for the marital deduction and no additional estate tax would be payable.)			
	TOTAL (Also enter under the Recapitulation, page 3.)			-0-

(If more space is needed, insert additional sheets of same size.)

Estate of: Alta B. Harrison

App. 473

SCHEDULE H—Powers of Appointment

	Yes	No
1a Did the decedent, at the time of death, possess a general power of appointment created after October 21, 1942?		X
1b On or before such date?		X
2a Did the decedent, at any time, by will or otherwise, exercise or release (to any extent) a general power of appointment created after October 21, 1942?		X
2b On or before such date?		X
3 Were there in existence at the time of the decedent's death any trusts not created by him under which he possessed any power, beneficial interest, or trusteeship?		X

Item number	Description	Alternate valuation date	Alternate value	Value at date of death
1				
TOTAL (Also enter under the Recapitulation, page 3.)				-0-

SCHEDULE I—Annuities

	Yes	No
1a Was the decedent, immediately before his death, receiving an annuity as described in paragraph 1 of the separate instructions for this schedule?		X
1b If "Yes," was that annuity paid pursuant to an approved plan as described in paragraph 4 of the separate instructions for this schedule?		
1c If the answer to "1b" is "Yes," state the ratio of the decedent's contribution to the total purchase price of the annuity.		
2a If the decedent was employed at the time of his death, did an annuity or other payment as described in paragraph 3(d) of the separate instructions for this schedule become payable to any beneficiary by reason of the beneficiary's having survived the decedent?		X
2b If "Yes," state the ratio of the decedent's contribution to the total purchase price of the annuity.		

Item number	Description	Alternate valuation date	Alternate value	Value at date of death
1				
TOTAL (Also enter under the Recapitulation, page 3.)				-0-

(If more space is needed, insert additional sheets of same size.)

Estate of: Alta B. Harrison **App. 474**

SCHEDULE J—Funeral Expenses and Expenses Incurred in Administering Property Subject to Claims

Note.—Do not list on this schedule expenses of administering property not subject to claims. In connection with such expenses, see the separate Instructions for Schedule L.

If executors' commissions, attorneys' fees, etc., are claimed and allowed as a deduction for estate tax purposes, they are not allowable as a deduction in computing the taxable income of the estate for Federal income tax purposes.

Item number	Description		Amount
	A. Funeral expenses:		
1	McMillin Funeral Home	3,678.25	
	Humphrey Mortuary	657.71	
	Wagners - grave marker (estimated)	2,907.00	
	Total	x x x x x	7,242.96
	B. Administration expenses:		
1	Executors' commissions—amount estimated/agreed upon/paid. (Strike out words not applicable)	x x x x x	-0-
2	Attorneys' fees—amount estimated/agreed upon/paid. (Strike out words not applicable)	x x x x x	3,000.00
3	Miscellaneous expenses:		
	William A. Elder, appraisal fees	211.88	
	Misc. court costs, etc. - estimated	300.00	
	Total miscellaneous expenses	x x x x x	511.88
	TOTAL (Also enter under the Recapitulation, page 3.)		10,754.84

(If more space is needed, insert additional sheets of same size.)

Estate of: Alta B. Harrison

SCHEDULE K—Debts of Decedent and Mortgages and Liens

Item number	Debts of Decedent—Creditor and nature of claim, and allowable death taxes	Amount
1	Bay Radiology Medical Group	77.00
2	Edward Bracht, Anesthesiologist	100.00
3	McClausland - Robinson Clinic	275.00
4	R.A. Gilman, M.D.	120.00
5.	South Bay Internal Medical Group	263.00
	TOTAL (Also enter under the Recapitulation, page 3.)	835.00

Item number	Mortgages and Liens—Description	Amount
1		
	TOTAL (Also enter under the Recapitulation, page 3.)	

SCHEDULE L—Net Losses During Administration and Expenses Incurred in Administering Property Not Subject to Claims

Item number	Net losses during administration (Note: Do not deduct losses claimed in a Federal income tax return.)	Amount
1		
	TOTAL (Also enter under the Recapitulation, page 3.)	

Item number	Expenses incurred in administering property not subject to claims (Indicate whether estimated, agreed upon, or paid.)	Amount
1		
	TOTAL (Also enter under the Recapitulation, page 3.)	

(If more space is needed, insert additional sheets of same size.)

Estate of: Alta B. Harrison **App. 476**

SCHEDULE M—Bequests, etc., to Surviving Spouse (Marital Deduction)

If the decedent died testate, the person or persons filing return must answer the following questions. Only question 1c need be answered if the decedent died intestate. If the answer to any question is "Yes," full details must be submitted under this schedule.	Yes	No
1a Has any action been instituted to contest the will or any provision thereof affecting any property interest listed on this schedule or for construction of the will or any such provision?		X
1b According to the information and belief of the person or persons filing the return, is any such action designed or contemplated?		X
1c According to the information and belief of such person or persons, has any person other than the surviving spouse asserted (or is any such assertion contemplated) a right to any property interest listed on this schedule, other than as indicated under question 1a or 1b?		X
2a Had the surviving spouse the right to declare an election between (i) the provisions made in his or her favor by the will and (ii) dower, curtesy, or a statutory interest?	X	
2b If the answer to question 2a is "Yes," has the surviving spouse renounced the will and elected to take dower, curtesy, or a statutory interest?		X
2c Elected to take under the will?	X	
2d Does the surviving spouse contemplate renouncing the will and electing to take dower, curtesy, or a statutory interest?		X

Item number	Description of property interests passing to surviving spouse			Value
1	Jointly owned property (Schedule E)			45,353.64
2	Residue of decedent's estate pursuant to Article FOURTH of the will. Computed as follows:			
	Total gross estate		$201,551.74	
	Less the following:			
	Jointly owned property (Sch. E)	45,353.64		
	Farm land described in Article SECOND (Sch. A)	55,276.73		
	Stocks described in Article THIRD (Sch. B, items 1 to 7)	49,014.75		
	Funeral and administration expenses (Sch. J)	10,754.84		
	Debts (Sch. K)	835.00	$161,234.96	40,316.78

Total		85,670.42
Less: (a) Federal estate tax payable out of above-listed property interests	7,715.51	
(b) Other death taxes payable out of above-listed property interests	1,280.23	
Total of items (a) and (b)		8,995.74
Net value of above-listed property interests (Also enter under the Recapitulation, page 3.)		76,674.68

(If more space is needed, insert additional sheets of same size.)

Estate of: Alta B. Harrison **App. 478**

SCHEDULE O—Credit for Foreign Death Taxes

List all foreign countries to which death taxes have been paid and for which credit is claimed on this return.

If credit is claimed for death taxes paid to more than one foreign country, compute the credit for taxes paid to one country on this sheet and attach a separate copy of Schedule O for each of the other countries.

The credit computed on this sheet is for _____ (Name of death tax or taxes) _____ imposed in _____ (Name of country)

Credit is computed under the _____ (Insert "treaty" or "statute")

Citizenship (Nationality) of decedent at time of death _____

Computation of the Credit

(All amounts and values shown hereunder must be entered in United States money)

1 Amount of estate, inheritance, legacy and succession taxes imposed in the above country attributable to property situated in that country, and subjected to such taxes, and included in the gross estate (as defined by statute)	
2 Value of the gross estate (adjusted, if necessary, in accordance with the separate instructions for item 2)	
3 Value of property situated in that country, and subjected to death taxes imposed in that country, and included in the gross estate (adjusted, if necessary, in accordance with the separate instructions for item 3)	
4 Actual Federal estate tax before allowance of credit for foreign death taxes	
5 Amount of Federal estate tax attributable to property specified at item 3 (proportion of item 4 that item 3 bears to item 2)	
6 Credit for death taxes imposed in the above country (item 1 or item 5, whichever is the smaller)	

SCHEDULE P—Credit for Tax on Prior Transfers

Name of transferor	Date of transferor's death
Internal Revenue Service office where prior return was filed	Transferor's soc. sec. no.

Computation of the Credit

PART I—Transferor's Tax on Prior Transfers

1 Net value of transfers	
2 Value of transferor's estate (adjusted in accordance with the separate instructions for item 2)	
3 Tax on transferor's estate (adjusted in accordance with the separate instructions for item 3)	
4 Transferor's tax on prior transfers (proportion of item 3 which item 1 bears to item 2)	

PART II—Transferee's Tax on Prior Transfers

5 Transferee's actual tax before allowance of credit for prior transfer tax	
6 Transferee's reduced gross estate	
7 Transferee's deductions (adjusted in accordance with the separate instructions for item 7)	
8 Transferee's reduced taxable estate (item 6 minus item 7)	
9 Tax on reduced taxable estate	
10 Transferee's tax on prior transfers (item 5 minus item 9)	

PART III—Credit Allowable

11 Maximum amount before application of percentage requirement (item 4 or item 10, whichever is smaller)	
12 Percent allowable is	
13 Credit allowable (item 12 × item 11)	

☆ U.S. GOVERNMENT PRINTING OFFICE: 1975-O-575-614-370-847 10

TRUST AGREEMENT

LYLE L. HARRISON REVOCABLE TRUST

This trust agreement is made this 6th day of December, 1976, between LYLE L. HARRISON, as Grantor, and ROGER L. HARRISON, as Trustee.

The Grantor hereby transfers to the trustee the property described in the attached schedule. That property, and any other property that may be received by the trustee hereunder, shall be held and disposed of upon the following trusts:

ARTICLE I

The Grantor may, by signed instruments delivered to the trustee during the Grantor's life, revoke this agreement in whole or in part, and amend it from time to time in any respect. However, the duties of the trustee shall not be materially increased by any amendment without the written approval of the trustee.

ARTICLE II

During the life of the Grantor the trustee shall pay to the Grantor, or as he may otherwise direct in writing,

such portions or all of the trust income and principal as he from time to time directs in writing. In addition, the trustee may also in the discretion of the trustee use such portions or all of the trust income and principal for the Grantor's benefit as the trustee from time to time determines to be required or desirable for his support, comfort and welfare in his accustomed manner of living, or for any other purpose the trustee believes to be to his best interests, adding any excess income to principal at the discretion of the trustee.

ARTICLE III

After the Grantor's death the trustee shall, to the extent that the assets of the Grantor's estate (other than real estate, tangible personal property and any other property which in the sole judgment of the trustee does not have a readily realizable market value, and property necessary to satisfy any specific or pecuniary legacies made by the Grantor) are insufficient, pay the Grantor's funeral expenses; legally enforceable claims against the Grantor or his estate; reasonable expenses of administration of his estate; any allowances by court order for those dependent upon the Grantor; any pecuniary legacies made by the Grantor; and all inheritance, estate and succession taxes payable by reason of the Grantor's death, together with any interest thereon or other additions thereto, other than taxes with respect to

property which is not a part of the trust estate hereunder and over which the Grantor has power of appointment. The trustee may make such payments directly or may pay over the amounts thereof to the executors or administrator of the Grantor's estate. Written statements by the executors or administrator of the sums to be paid hereunder shall be sufficient evidence of their amount and propriety for the protection of the trustee, and the trustee shall be under no duty to see to the application of any such payments. Any property or its proceeds not otherwise subject to Federal Estate Tax on the Grantor's death, and proceeds of insurance on the Grantor's life, shall not be used by the trustee for the foregoing purposes except that proceeds of insurance may be used to the extent that other assets of the trust estate are insufficient, but this sentence shall not limit the power of the trustee to purchase assets from the Grantor's estate. Whether or not the assets of the Grantor's estate are insufficient to make the payments described in the foregoing sentences, if the trust contains United States Treasury bonds redeemable at par prior to maturity in payment of Federal Estate Tax, the trustee shall pay directly the Federal Estate Tax payable by reason of the Grantor's death (other than with respect to property which is not part of the trust estate hereunder and over which the Grantor has power of appointment) to the extent of the par value of such bonds plus accrued interest available for such payment. All

payments pursuant to the preceding sentences shall be charged generally against the trust principal and shall be made without reimbursement from the Grantor's executors or administrator or from any other person. Subject to the foregoing, upon the Grantor's death the trustee shall distribute the trust estate, as then constituted, to such person or persons, upon such conditions and estates, in trust or otherwise, with such powers, in such manner and at such time or times as the Grantor appoints and directs by will specifically referring to this power of appointment. To the extent that the Grantor does not effectively exercise his power of appointment, after the Grantor's death the trustee shall hold and dispose of the trust estate as follows:

1. The trustee shall distribute one-half of the trust estate to the Grantor's daughter, CHARLOTTE H. HUGGINS, if she survives the Grantor, or if she does not survive the Grantor, to the descendants of Charlotte H. Huggins who survive the Grantor, per stirpes.

2. The trustee shall distribute the other one-half of the trust estate to the Grantor's son, ROGER L. HARRISON, if he survives the Grantor, or if he does not survive the Grantor, to the descendants of Roger L. Harrison who survive the Grantor, per stirpes.

ARTICLE IV

1. If any beneficiary to whom the trustee of any trust hereunder is directed in a preceding provision to distribute

a share of trust principal is under the age of twenty-five years when the distribution is to be made, his share shall vest in interest in him indefeasibly, but the trustee may in the discretion of the trustee continue to hold it as a separate trust until the beneficiary reaches that age, in the meantime using for his benefit so much of the income and principal as the trustee determines to be reasonably required, in addition to his other income from all sources known to the trustee, for his comfortable support and education, and adding any excess income to principal at the discretion of the trustee.

2. If at any time any beneficiary to whom the trustee is directed in this instrument to pay any income is under legal disability or is in the opinion of the trustee incapable of properly managing his affairs, the trustee may use such income for his comfortable support.

3. Upon the death of any beneficiary, any accrued or undistributed income shall be held and accounted for, or distributed, in the same manner as if it had accrued and been received after the beneficiary's death.

4. The trustee either may expend directly any income or principal which the trustee is authorized in this instrument to use for the benefit of any person, or may pay it over to him or for his use to either of his parents or to his guardian or to any person with whom he is residing,

without responsibility for its expenditure.

5. No interest under this instrument shall be transferable or assignable, or be subject during any beneficiary's life to the claims of his creditors.

6. In determining whether, in what manner and to what extent a power of appointment hereunder has been exercised by will, the trustee may act in reliance upon a court order admitting an instrument to probate as the will of the holder of the power or finding that he died intestate, and unless within three months after the holder's death the trustee has actual notice of the existence of a will or of probate proceedings the trustee may assume that he died intestate (but this sentence shall not affect any right which an appointee or beneficiary in default of appointment may have against any distributee).

7. Notwithstanding anything herein to the contrary, the trusts under this instrument shall terminate not later than twenty-one years after the death of the last survivor of the Grantor and the Grantor's descendants living on the date of this instrument, when the trustee shall distribute each remaining trust hereunder to the beneficiary, at that time, of the current income thereof.

8. This instrument and the dispositions hereunder shall be construed and regulated and their validity and effect shall be determined by the law of Illinois.

ARTICLE V

1. The trustee shall have the following powers, and any others that may be granted by law, with respect to each trust hereunder, to be exercised as the trustee in the discretion of the trustee determines to be to the best interests of the beneficiaries:

(a) To retain any property or undivided interests in property devised, bequeathed or transferred to the trustee, including residential property, regardless of any lack of diversification, risk or nonproductivity;

(b) To invest and reinvest the trust estate in any property and undivided interests in property, wherever located, including bonds, notes secured or unsecured, stocks of corporations regardless of class, real estate or any interest in real estate and interests in trusts, investment trusts or companies, and common trust funds, 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 make leases and subleases for terms as long as two hundred years, even though the terms may extend beyond the termination of the trust; to subdivide or improve real estate and tear down or alter improvements; to grant easements, give consents and make contracts relating to real estate or its use; and to release or dedicate any interest in real estate;

(e) To borrow money and to mortgage or pledge any trust property;

(f) To employ attorneys, auditors and investment advisers, and to act without independent investigation upon their recommendations, and to employ depositaries, proxies and agents, with or without discretionary powers; and to keep any property in the name of a trustee or a nominee, with or without disclosure of any fiduciary relationship, or in bearer form;

(g) To determine in any equitable manner the ascertainment of income and principal, and the allocation or apportionment between income and principal of all receipts and disbursements; and to select an annual accounting period;

(h) To take any action with respect to conserving or realizing upon the value of any trust property, and with respect to foreclosures, reorganizations or other changes affecting any trust property; to collect, pay, contest, compromise or abandon demands of or against the trust estate, wherever situated; 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;

(i) To receive additional property from any source and add it to and commingle it with the trust estate;

(j) To make any distribution or division of the trust property in cash or in kind or both, and to continue to exercise any powers and discretion hereunder 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;

(k) To allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or portions, and to determine the value of any such property.

2. Any trustee shall be entitled to reasonable compensation for services in administering and distributing the trust property, and to reimbursement for expenses.

3. No person paying money or delivering any property to any trustee need see to its application.

4. To the extent that such requirements can legally be waived, no trustee shall ever be required to give any bond as trustee; to qualify before, be appointed by or in the absence of breach of trust account to any court; to obtain

the order or approval of any court in the exercise of any power or discretion hereunder; or to be personally liable upon any contract, note or other instrument executed hereunder or for any indebtedness of the trust estate.

5. The trustee may enter into any transaction authorized by this Article with trustees, executors or administrators of other trusts or estates in which any beneficiary hereunder has any interest, even though any such trustee or representative is also trustee hereunder; and in any such transaction may purchase property or make loans on notes secured by property, even though similar or identical property constitutes all or a large portion of the balance of the trust estate, and may retain any such property or note with the same freedom as if it had been an original part of the trust estate.

6. No trustee shall ever be accountable for any act or default of, or have any responsibility for the accounts of, any other trustee.

7. If at any time the trustee determines that the value of any trust under this instrument is less than Twenty Thousand Dollars, the trustee may in the discretion of the trustee distribute it to the beneficiary, at that time, of the current income thereof.

ARTICLE VI

1. Any trustee may resign at any time by a signed instrument filed with the trust records after giving written

notice, specifying the effective date of the resignation, to the beneficiary or beneficiaries, at the time of giving notice, of the current trust income.

2. If Roger L. Harrison dies, resigns or refuses or is unable to act, Charlotte H. Huggins shall become trustee in his place. Thereafter, if any trustee at any time dies, resigns or refuses or is unable to act, an individual or a corporation (authorized under the laws of the United States or of any state to administer trusts and having total capital, surplus and undivided profits of at least Ten Million Dollars) may be appointed as trustee in such trustee's place by an instrument filed with the trust records and signed by or on behalf of the beneficiary or beneficiaries, at the time of appointment, of at least two-thirds of the current trust income.

3. The approval of the accounts of any trustee, in an instrument signed by or on behalf of the beneficiary or beneficiaries, at the time of approval, of the current trust income shall be a complete release and discharge of such trustee with respect to the administration of the trust property for the period covered by such accounts, binding upon all persons.

4. The guardian or conservator of the estate of a beneficiary under legal disability, or either of the parents or the guardian of the person of a minor beneficiary for

whose estate no guardian has been appointed, may act for the beneficiary in signing any instrument under this Article.

5. Any corporate successor to the trust business of any corporate trustee designated herein or at any time acting hereunder shall succeed to the capacity of its predecessor, without conveyance or transfer.

6. Any successor trustee hereunder shall have all the title, powers and discretion of the original trustee, without conveyance or transfer.

7. If at any time any trust property is situated in a jurisdiction in which any trustee is unable or unwilling to act, such person (who may be an officer or employee of any corporate trustee) or corporation as may be appointed in an instrument signed by the trustee (or by the then acting President of any corporate trustee) shall act as trustee with respect to that property, and such trustee and every successor trustee so appointed shall have all the title, powers and discretion with respect to that property that are herein given to the trustee. The net income from that property and any net proceeds of its sale shall be paid over to the principal trustee.

8. The principal trustee is authorized to transfer the situs of any trust property to any other jurisdiction as often as the principal trustee deems it advantageous to the trust, appointing a substitute trustee to the principal

trustee to act with respect thereto; and in connection therewith, to delegate to the substitute trustee any or all of the powers given to the principal trustee, who may elect to act as adviser to the substitute trustee and shall receive reasonable compensation for so acting; and to remove any acting substitute trustee and appoint another, or reappoint the principal trustee, at will.

9. If the Grantor's executors or administrator elect to claim as a deduction for income tax purposes any expenditures payable out of the principal of the Grantor's estate, which would otherwise be allowable as a deduction for estate tax purposes, no adjustment shall be made between principal and income by reason of the election.

This instrument is signed and sealed on the date first above written.

Lyle L. Harrison (SEAL)
Lyle L. Harrison, Grantor

Roger L. Harrison (SEAL)
Roger L. Harrison, As Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF MOULTRIE)

I, the undersigned, a Notary Public in and for the County of Moultrie, State of Illinois, do hereby certify that LYLE L. H ARRISON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 6th day of December, 1976.

Barbara J. Burkhead
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County of Cook, State of Illinois, do hereby certify that ROGER L. HARRISON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as hsi free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10th day of December, 1976.

Loretta Jaubis
NOTARY PUBLIC

LYLE L. HARRISON REVOCABLE TRUST

SCHEDULE

Account No. 632-10929 at Merrill Lynch, Pierce, Fenner & Smith.

$10,000 U. S. Treasury Bonds, 4%, due 2-15-80.

Real estate described in the attached legal description.

LEGAL DESCRIPTION

An undivided one-half interest in and to the following:

Lot Six (6) in the division of the Samuel S. Wood Estate, commencing at the Southeast corner of the northeast quarter (NE 1/4) of Section Twenty-two (22), Township Fifteen (15) North, Range Five (5) East of the third Principal Meridian, North 31 chains, 36 links to the east line of Wabash Railroad Right of Way, thence southwesterly along line of said right of way 33 chains, 92 links, to east and west quarter section line, thence east on said line 12 chains and 93 1/2 links to the place of beginning, containing 20.29 acres.

Also Lot Seven (7) in the division of said estate, commencing at the southwest corner of the northwest quarter (NW 1/4) of Section Twenty-three (23), Township Fifteen (15) North, Range Five (5) East of the third Principal Meridian, thence North on West line of said Section 23, 31 chains, 36 links to east line of Wabash Railroad right of way, thence northeasterly along line of said right of way 9 chains 59 links to the north line of said section, thence east 43 1/2 links, thence south 40 chains, 21.8 links to the quarter section line, thence west on said line 4 chains 18 1/2 links to the place of beginning, containing 15 acres.

Also Lot Eight (8) of the division of said estate, commencing 18 chains 10.6 links west of the center of said section 23, thence west 18 chains 10.4 links to a point 4 chains 18 1/2 links east of the west line of section 23, thence north parallel with the west line of section 23, 40 chains 21.8 links, to a point in north line of said section 23, 36 chains 21 links west of the Northeast corner of the Northwest Quarter of said Section 23, thence east on north line of said section 23, 18 chains 10.4 links, to a point in said line, 18 chains 10.6 links west of the Northeast corner of the Northwest Quarter of said Section 23, thence south 40 chains and 20.6 links to the place of beginning, containing 72.80 acres.

Also Lot Nine (9) in the division of said estate, commencing at center of said Section 23, thence west 18 chains and 10.6 links, thence North 40 chains, 20.6 links, to north line of said Section 23, thence east 18 chains 10.6 links to a northeast corner of northwest quarter of section 23, thence south 40 chains 19 1/2 links to the place of beginning, containing 72.80 acres, situated in Moultrie County, Illinois.

(The Grantor acquired title to his undivided one-half interest in the above real estate pursuant to a Deed dated October 3, 1936, recorded October 20, 1936, in Volume 88 of Deeds on page 265.)

RECORD'S POLE NO. 1990
LEGAL FORMS SEPTEMBER, 1967

DEED IN TRUST

(ILLINOIS)

Appendix LLL - 495

(The Above Space For Recorder's Use Only)

THE GRANTOR Lyle Lux Harrison, a widower
of the County of Moultrie and State of Illinois, for and in consideration
of Ten and No/100 Dollars,
and other good and valuable considerations in hand paid, Conveys and (~~WARRANTS~~/QUIT CLAIMS)* unto
Roger L. Harrison of Evanston, Illinois
as Trustee under the provisions of a trust agreement dated the 6th day of December
1976, and known as Trust Number (hereinafter referred to as "said trustee," regardless of the number
of trustees,) and unto all and every successor or successors in trust under said trust agreement, the following described real estate
in the County of Moultrie and State of Illinois, to wit:

Legal Description attached.

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 are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; 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, from time to time, in possession or reversion, by leases to commence in presenti or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, 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 contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; 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 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 this trust have been complied with, or be obliged 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 the 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.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 13th
day of December 19 76.

(SEAL) LYLE LUX HARRISON (SEAL)

(SEAL) (SEAL)

State of Illinois, County of Moultrie ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lyle Lux Harrison, a widower
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 13th day of December 19 76

Commission expires 19

NOTARY PUBLIC

*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

This deed prepared by: Robert V. Elder of Elder and Elder, Attorneys, 101 W. Harrison, Sullivan, Illinois 61951

MAIL TO: Robert V. Elder
Elder and Elder
101 W. Harrison
Sullivan, Illinois 61951

OR RECORDER'S OFFICE BOX NO.

ADDRESS OF PROPERTY:
R. R.
Lovington, Illinois 61937
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED

SEND SUBSEQUENT TAX BILLS TO:
Lyle Lux Harrison
Lovington, Illinois 61937

Buyer, Seller or Representative

Date

3 45

STATE OF ILLINOIS } ss No. 15572-3
MOULTRIE COUNTY }
This instrument of writing was filed
for record this 6 day of Sept
A.D. 1923 at 3:00 o'clock P.M.
and duly recorded in ~~Vol.~~ Book
of Deeds on Page 406

Deed in Trust

GEORGE E. COLE
LEGAL FORMS

LEGAL DESCRIPTION

An undivided one-half interest in and to the following:

Lot Six (6) in the division of the Samuel S. Wood Estate, commencing at the Southeast corner of the northeast quarter (NE 1/4) of Section Twenty-two (22), Township Fifteen (15) North, Range Five (5) East of the third Principal Meridian, North 31 chains, 36 links to the east line of Wabash Railroad Right of Way, thence southwesterly along line of said right of way 33 chains, 92 links, to east and west quarter section line, thence east on said line 12 chains and 93 1/2 links to the place of beginning, containing 20.29 acres.

Also Lot Seven (7) in the division of said estate, commencing at the southwest corner of the northwest quarter (NW 1/4) of Section Twenty-three (23), Township Fifteen (15) North, Range Five (5) East of the third Principal Meridian, thence North on West line of said Section 23, 31 chains, 36 links to east line of Wabash Railroad right of way, thence northeasterly along line of said right of way 9 chains 59 links to the north line of said section, thence east 43 1/2 links, thence south 40 chains, 21.8 links to the quarter section line, thence west on said line 4 chains 18 1/2 links to the place of beginning, containing 15 acres.

Also Lot Eight (8) of the division of said estate, commencing 18 chains 10.6 links west of the center of said section 23, thence west 18 chains 10.4 links to a point 4 chains 18 1/2 links east of the west line of section 23, thence north parallel with the west line of section 23, 40 chains 21.8 links, to a point in north line of said section 23, 36 chains 21 links west of the Northeast corner of the Northwest Quarter of said Section 23, thence east on north line of said section 23, 18 chains 10.4 links, to a point in said line, 18 chains 10.6 links west of the Northeast corner of the Northwest Quarter of said Section 23, thence south 40 chains and 20.6 links to the place of beginning, containing 72.80 acres.

Also Lot Nine (9) in the division of said estate, commencing at center of said Section 23, thence west 18 chains and 10.6 links, thence North 40 chains, 20.6 links, to north line of said Section 23, thence east 18 chains 10.6 links to a northeast corner of northwest quarter of section 23, thence south 40 chains 19 1/2 links to the place of beginning, containing 72.80 acres, situated in Moultrie County, Illinois.

(The Grantor acquired title to his undivided one-half interest in the above real estate pursuant to a Deed dated October 3, 1936, recorded October 20, 1936, in Volume 88 of Deeds on page 265.)

FILED Feb. 5, 1981

Appendix MMM - 498

Docket No. 81-P-14

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT

MOULTRIE COUNTY

ATTORNEYS	PARTIES	ACTION
	In The Matter Of The Estate Of:	
ROBERT V. ELDER	Lyle L. Harrison	ITO

COURT COSTS

Day	Year	ITEM	Amount Dols.	Amount Cts.	Date Received Mo.	Date Received Day	Date Received Year	PAID BY	Date Paid Out Mo.	Date Paid Out Day	Date Paid Out Year	Check No.
		Inheritance Tax Return	15	00	Due							

-5-81 WBK — Robert V. Elder. Verified inheritance tax return on file and same allotted for hearing March 16, 1981 at 9:30. Clerk to give notice.

-16-81 wbk — Robert Elder. Clerk's proof of notice of hearing on inheritance tax return on file. No objections on file. On counsel's motion, cause continued to further order.

-8-81 wbk — Robert Elder. Amended Schedules C,D,E and F to the Illinois inheritance tax return on file. Assistant Attorney General approval of return on file. Tax fixed in the amount of $3,753.77. See written order on file.

Form No. 600 (13046—100M—5-79) 10

Inheritance Tax Return

An itemized inventory by schedules of the gross estate of the decedent and legal deductions, showing net estate and tax due State of Illinois, to be filed in duplicate with the circuit court clerk of the county in which the tax is assessable. If answers to some of the questions contained in this affidavit call for legal advice which cannot properly be given only by an attorney.

FEB 5 1981

STATE OF ILLINOIS, Clerk of the Judicial Circuit Moultrie County, Illinois
County of Cook Before the Circuit Judge Moultrie County,

The Estate of
Lyle L. Harrison Deceased } Inheritance Tax Appraisement No E1P14

Roger L. Harrison (Name of affiant) of 1007 Ashland Ave. Evanston, (Address) Illinois,

being duly sworn, deposes and says:

1. That he is an heir, trustee and transferee (Executor of the will, administrator of the estate, heir, trustee or transferee) of the above named decedent, and that said decedent died a resident of the County of Sonoma, State of ~~Illinois~~ California on May 1, 19 80.

(a) Leaving a last will and testament, *a certified copy of which is hereto attached immediately following Schedule E*, which was duly ~~admitted to probate by~~ filed with the Circuit Court of the County of Moultrie State of Illinois, on June 12, 19 80; ~~and for the contest of which will no proceeding is now pending or contemplated by any one to the knowledge, information or belief of this affiant, except such as may be referred to and particularly described on an additional sheet inserted immediately following this sheet, and with respect to which will no written renunciation has been filed by the widow or surviving husband, if any, and no such renunciation is contemplated to the knowledge, information or belief of this affiant, except as stated on an additional sheet inserted immediately following this sheet.~~

(Cross out either paragraph (a) above or (b) following according as either may be inapplicable to the facts.)

(b) ~~Leaving no last will and testament, and no~~ *proceedings are pending or contemplated by anyone to establish or probate any alleged will of this decedent, to the knowledge, information or belief of this affiant, except as stated on an additional sheet inserted immediately following this sheet.*

~~(c) And that letters testamentary, or of administration, were granted by the Circuit Court of the County of _____ State of Illinois, on _____, 19____, to this affiant.~~

(Cross out either paragraph (c) above or (d) following according as either may be inapplicable to the facts.)

(d) *And that no administration of the estate of said decedent is pending in any Court and no proceedings therefor are contemplated by anyone to the knowledge, information or belief of this affiant, except as stated on an additional sheet inserted immediately following this sheet.*

2. That as such ~~executor, administrator~~, *heir, trustee, transferee*, this deponent is familiar with the affairs of said estate, the property constituting the assets thereof, together with their fair cash market value, and with the debts expenses and charges properly and legally allowable as deductions therefrom, and makes this return for and on behalf of himself and all others interested in this estate. And that to the best of deponent's knowledge, information and belief, there is no person better informed than deponent upon the said affairs of this estate, excepting

No exceptions

~~who is in possession of special knowledge as to said matters or some of them, and whose supplemental affidavit is hereunto annexed.~~

That said decedent had no right of access to a safety deposit box individually or jointly with other in the possession of any bank or other institution, person or persons, the contents of which have not been examined by the Attorney General, or State Treasurer, or the representative of one of them, except

No exceptions

2 A—GENERAL INFORMATION

1. Residence of the decedent at time of death P.O. Box 774, Guerneville, CA 95446
2. Year in which last domicile was established 1/1/79
3. Place of death Fircrest Convalescent Hospital, Sebastopol, CA
4. Cause of death Cardiorespiratory arrest
5. Length and nature of last illness 2 months
6. Names and addresses of decedent's physicians
   Gary Johnson, M.D.
   7064 Carline Court
   Sebastopol, CA
7. If decedent was confined in a hospital during his last illness or within two years prior to his death, give name and address of hospital Palm Drive Hospital, 501 Petaluma Ave., Sebastopol, CA 95472
8. Age of decedent at date of death 82
9. Business or occupation Retired If retired, state former business or occupation Executive with Leath & Co.
10. Business address n/a
11. Did the decedent at death own property in any State or county other than that of his domicile? Yes
    If so, where? Illinois Value thereof listed herein
12. Place of ancillary probate proceedings, if any n/a
13. Name and address of ancillary administrator or executor n/a
14. Was any insurance on life of decedent receivable (a) by his estate? No, or (b) by beneficiaries other than the estate? Yes (Answer "Yes" or "No"). If answer is "Yes", attach list of all policies, amounts and names of beneficiaries See Schedule D of U.S. estate tax return
15. Did decedent have any interest in any annuity contract, supplemental contract, certificate of deposit, income certificate, profit sharing plan, pension retirement plan, or similar contract? Yes (Answer "Yes" or "No"). If answer is "Yes", attach copy of each to Return. See Sch. I of U.S. estate tax return
16. Were there in existence at the time of the decedent's death any trusts under which he possessed any power or beneficial interest? Yes (Answer "Yes" or "No"). If answer is "Yes", attach copy of trust agreement to Return. See Sch. H of U.S. estate tax return
17. Did decedent at time of his death possess a Power of Appointment or disposition over property derived under a Will or trust agreement created by some one else? No. (Answer "Yes" or "No"). If answer is "Yes", attached certified copy of Will or such agreement to Return.
18. Did undersigned make diligent and careful search for property of every kind left by decedent? Yes
19. Did undersigned make diligent and careful search for information as to any transfers made by decedent during his lifetime without an adequate and full consideration in money or money's worth? Yes
20. Did the undersigned make diligent and careful search for the existence of any trusts created by the decedent during his lifetime or any trusts created by other persons under which the decedent possessed any power of beneficial interest? Yes
21. Are all items in which decedent had an interest possibly subject to Illinois inheritance tax set forth in this Return? Yes

SCHEDULE A—TRANSFERS BY WILL OR INTESTATE LAW.

3. That *Schedule A* following and hereunto annexed, in its various sub-schedules sets forth fully and in detail all the real property in the State of Illinois; and all the personal property wheresoever situated, owned by the decedent, or in which he or she had any right, title, or interest at the time of his or her death, or which by reason thereof fell into or became a part of the assets of this estate by reversion, remainder or otherwise;

Excepting, however, such property as may have passed by virtue of the exercise by the decedent of any power of appointment vested in him by the will, deed or other instrument of another, or such property as this decedent may have transferred in contemplation of, or intended to take effect in possession and enjoyment at or after, his death, or such property as this decedent may have held or owned in joint tenancy with another or others, all of which, if any, being listed in *Schedule B* herein.

SCHEDULE A-1—REAL ESTATE.

4. *Schedule A*-1, following, sets forth each and every parcel of real estate in the State of Illinois of which the decedent died seized or possessed, or in which he or she had any right, title or interest, except joint tenancy interest, showing city or village, street address and how improved, together with a statement of the liens and encumbrances upon each at the date of death, the date of last payment of principal and/or interest, giving in the case of mortgages the date of the note and mortgage, the unpaid principal thereof on the date of death, the date, place, liber and page of recordation of said mortgage. It also sets forth the number of acres in the case of farm lands and how improved, and the fair cash market value of each parcel of such real estate at the date of this decedent's death.

Said Schedule A-1 does not include any property listed in Schedule B.

NOTE: ATTACH SUPPORTING AFFIDAVITS UPON VALUATIONS, STATE NATURE AND EXTENT OF DECEDENT'S INTEREST, I.E.: WHETHER WHOLE OR FRACTIONAL, FEE, LEASEHOLD OR WHATEVER. SHOW UNPAID BALANCE ON MORTGAGE OR OTHER ENCUMBRANCE AND UNPAID TAXES.

Item No.	Legal Description	No. of acres or dimensions of parcels	Value per acre	Fair gross market value
	Undivided one-half interest in approximately 181 acres of farm land in Moultrie County, Illinois. Legal description and other information is set forth in the attached Appraisal Report of William A. Elder.			
	Value per Appraisal Report 214,000.00			
	Less 1979 real estate tax (one-half share) -2,201.15			
	Less 1980 estimated real estate tax (one-half share) -2,400.00			209,398.85
	Total Schedule A-1 (or Carried For'd)			209,398.85

(If more space is required, use back of this sheet or attach additional sheets, immediately following.)

SCHEDULE A-2.

CASH, DEPOSITS OF MONEY, SAVINGS ACCOUNTS, BONDS, MORTGAGES, PROMISSORY NOTES, DEBTS DUE DECEDENT, LIFE INSURANCE, CORPORATE STOCK, ETC.

Cash Deposits of Money Etc.

5. *Schedule A-2*, following, sets forth all the moneys left by the decedent at the time of his death, whether in his immediate possession, standing to his credit, or in which he had any right, title, or interest in banks of deposit, savings banks, trust companies or other institutions, giving also separately the accrued interest thereon, if any, down to the last interest day prior to decedent's death in the case of savings accounts, and down to the date of decedent's death in all other cases.

Notes Bonds Mortgages and Other Debts Due Decedent

It also contains a statement of all bonds and mortgages owned by decedent and of all claims due and owing decedent at the time of his or her death and of all promissory notes or other instruments in writing for the payment of money of which he or she died possessed, together with all other debts due the decedent of whatsoever nature, with interest thereon, if any, (except such as are included in the statement of the decedent's interest in a co-partnership or business set forth in *Schedule A-4*), giving the face values and fair market values thereof, and if such fair market values be less than the face value, setting forth in brief the reason of such depreciation as to each item.

Life Insurance

Said *Schedule A-2* also contains a statement of any and all moneys payable to the estate from life insurance policies on the life of the decedent.

Corporate Stocks and Bonds

Said *Schedule A-2* also sets forth all the corporate stocks and bonds owned by the decedent at the time of his or her death, with the market value thereof, at such time, and *in the case of rare and unlisted corporate stock*, giving so far as practicable the State of incorporation of the corporation issuing the same, its capitalization, the value and nature of its assets, its liabilities, its surplus, the book value of its stock, the dividends paid and any other facts which may be pertinent affecting the value of said securities.

Said Schedule A-2 does not include any property listed in Schedule B.

NOTE: ATTACH SUPPORTING AFFIDAVITS UPON VALUATIONS

IN LISTING SECURITIES IT IS NOT NECESSARY TO SHOW THE SERIAL NUMBERS OF BONDS NOR THE CERTIFICATE NUMBERS OF THE STOCK.

Item No.	No. of shares, bonds, etc.	Kind of property. (Com. or preferred stock, bonds, notes, deposit, cash or open account.)	Name of debtor, maker, or issuing Company. Date of execution of notes, bonds, etc. Date from which interest is accrued. Rate of interest on notes, bonds, etc. Other identifying description of facts tending to show market value, as indicated by above statement.	Value per unit.	Accrued interest, notes, bonds, etc.	Total fair market value
N/A - Decedent was a resident of California						
			Total Schedule A-2 (or Carried For'd)			-0-

(If more space is required, use back of this sheet or attach additional sheet or sheets, immediately following.)

SCHEDULE A-3

TANGIBLE PERSONAL PROPERTY.

6. *Schedule A-3, following, or hereunto annexed,* sets forth all wearing apparel, jewelry, silverware, pictures, books, works of art, household furniture, horses, carriages, automobiles, boats, airplanes, and any and all other personal chattels or tangible property of whatsoever kind or nature left by the decedent together with the fair market value thereof at the date of this decedent's death.

Said Schedule A-3 does not include any property listed in Schedule B.

Description	Fair market value
2. Decedent's share of harvested crops on hand. Decedent was a partner in Harrison Farms Partnership which terminated on the date of his death. Decedent's interest in the partnership was 287/547. Crops on hand were as follows: 8,045 bu corn at 2.45(1) 19,710.25 4,886 bu beans at 5.69(1) 27,801.34 47,511.59 x 287/547 =	24,928.38
(1) Lovington Elevator cash prices 5/1/80	
Total Schedule A-3 (or Carried For'd)	24,928.38

(If more space is required, use back of this sheet or attach additional sheet or sheets, immediately following.)

SCHEDULE A-4.

INTEREST IN BUSINESS OR CO-PARTNERSHIPS, AND ALL OTHER PROPERTY NOT INCLUDED IN PRECEDING SCHEDULE.

7. *Schedule A-4, following, or hereunto annexed,* sets forth the interest of the decedent at the time of his or her death, in any co-partnership or business not incorporated, stating so far as practicable the nature and location thereof, the total capital employed, the gross profits, the expenses and net profits of the business, for at least three years prior to decedent's death, or any other facts pertaining to such business as may be pertinent to a fair and just appraisal of decedent's interest in said business and the good will thereof.

It also includes a statement of decedent's interest as heir or beneficiary of the estate of any deceased person in process of administration or otherwise undistributed, and not included in the preceding sub-schedules, or in Schedule B or any of the sub-schedules thereof.

Said *Schedule A-4* also sets forth in itemized form together with the fair market value thereof, any other property owned or left by decedent at the time of his or her death, and not included in the preceding sub-schedules or in *Schedule B.*

Said Schedule A-4 does not include any property listed in Schedule B.

Description	Fair market value of decedent's interest
N/A - Decedent was a resident of California	
Total Schedule A-4 (or Carried For'd)	-0-

(If more space is required, use back of this sheet or attach additional sheet or sheets, immediately following.)

Form No. 214A—Order fixing tax (where there is no appraiser and the Inheritance Tax Return forms principal evidence), under Sec. 11, Laws 1908, as amended.

STATE OF ILLINOIS, } ss. Before the Honorable _____
County of MOULTRIE } _____ Judge of said County.

IN THE MATTER OF THE ESTATE OF } INHERITANCE TAX APPRAISEMENT
LYLE L. HARRISON } DOCKET No. 81-P-14
Deceased.

ORDER OF CIRCUIT JUDGE ASSESSING TAX

This cause coming on for hearing before me as Circuit Judge of Moultrie County, Illinois pursuant to the statutes of this state relating to the taxation of gifts, legacies, annuities, transfers, appointments, and interests in certain cases, and for the collection of same, to appraise the fair or clear market value, as of the date of decedent's death, of all property appraisable under the provisions of the inheritance, succession, and transfer tax laws of this state, and to assess and fix the fair market value of all estates, annuities, life estates, and terms of years grown out of the estate of the above named decedent, and the inheritance, succession, and transfer taxes to which the same are liable.

And I, having examined and duly considered the Inheritance Tax Return on file herein, the objections and exceptions filed thereto, and having heard the evidence, both oral and documentary, and the arguments of counsel, and being fully advised in the premises, DO FIND:

FIRST: That I have jurisdiction of all parties interested herein and of the subject matter hereof:

SECOND: That the above named decedent died _____ testate a resident of the County and State aforesaid on the 1st day of May, 19 80; that letters testamentary (of administration) were issued to Roger L. Harrison

THIRD: That on the 5th day of February, 19 81, due notice was mailed under my signature to each of the persons, institutions, and corporations known to have a claim or interest in such property, including the Attorney General, as hereinbelow named at their respective addresses mentioned below, except that the persons, institutions, and corporations hereinbelow named opposite whose names are written the words "waiver of notice" have filed with me their written appearances waiving notice and consenting to an immediate hearing in this proceeding; all of said named persons are of legal age and under no disability, except as otherwise indicated opposite their respective names.

Name and Address	Notice or Waiver of Notice	Whether Minor or Otherwise Under Disability
Charlotte H. Huggins 700 Greenwood Ave. Wilmette, IL 60091	Notice	None
Roger L. Harrison 1007 Ashland Ave. Evanston, IL 60202	Notice	None
Attorney General Springfield, IL 62704	Notice	None

FILED
JUN 8 - 1981
CIRCUIT CLERK
MOULTRIE COUNTY

That in addition to the notice given and written appearances and waivers of notice filed hereinbefore referred to, the following appearances were made before me in this proceeding in person, by attorney or by guardian:

The State of Illinois being represented by HARRISON J. McCOWN
Assistant Attorney General

FOURTH: That the fair or clear market value, as of the date of said decedent's death, of all the property which is appraisable under the provisions of the inheritance, succession, and transfer tax laws of this State by reason of the death of said decedent was as set forth in Schedules "A" and "B" and the several sub-schedules thereof of the Inheritance Tax Return on file herein as amended, which Inheritance Tax Return is hereby made a part hereof with the same force and effect as though it were fully incorporated herein, except as otherwise specifically found below.

That the deductions claimed in Schedule "D" of said Inheritance Tax Return on file herein, are legally allowable as deductions in this proceeding as claims against or expenses of administration of this estate, except as otherwise specifically found below.

FIFTH: That the total fair or clear market value of the property which has been transferred with respect to this estate within the meaning of the said inheritance, succession, and transfer tax laws of this State, and the total amount of debts and expenses of administration allowed in this proceeding as deductions, are as follows:

Total value Schedule A-1. (Real estate, less mortgages and taxes)		$ 209,398.85
Total value Schedule A-2. (Cash, deposits, bonds, mortgages, notes, stocks, etc.)		$
Total value Schedule A-3. (Chattel property)		$ 24,928.38
Total value Schedule A-4. (Interest in business and co-partnerships and all other property)		$
TOTAL VALUE SCHEDULE A (Property transferred by Will or intestate law)		$ 234,327.23
TOTAL AMOUNT SCHEDULE D (Debts and expenses of administration)		$ 42,658.95
NET VALUE OF SCHEDULE A:		$ 191,668.28
Total value Schedule B-1 (Exercise of powers of appointment or rights of withdrawal)	$	
Total value Schedule B-2 (Transfers in contemplation of or intended to take effect at or after death.)	$	
Total value Schedule B-3 (Decedent's net fractional interest) (Joint tenancies, etc.)	$	
NET VALUE OF SCHEDULE B:	$	$
TOTAL NET ESTATE (Sched. A *plus* Sched. B):		$ 191,668.28

SCHEDULE B—TRANSFERS OTHER THAN BY WILL OR INTESTATE LAW.

(POWERS OF APPOINTMENT, TRANSFERS IN CONTEMPLATION OF DEATH OR TO TAKE EFFECT AT OR AFTER DEATH, AND JOINT TENANCIES.)

SCHEDULE B-1—POWERS OF APPOINTMENT

8. That Schedule B-1 (following or hereunto annexed) sets forth all the property, real and personal, which passed at decedent's death by virtue of the exercise by him or her of any power of appointment, vested in him or her by any will, deed, trust, or other disposition of property, together with the fair market value at the date of this decedent's death of each and every item thereof and a statement in brief of the sources and derivation of such power, copies of said will, deed or other disposition of property, are submitted herewith.

(If decedent possessed no such powers of appointment, it is stated)

Description	Fair market value
N/A - Decedent was a resident of California	
Total Schedule B-1 (or Carried For'd)	-0-

SCHEDULE B-2—TRANSFERS IN CONTEMPLATION OF OR INTENDED TO TAKE EFFECT AT OR AFTER DEATH

9. That Schedule B-2 (following or hereunto annexed) contains a statement of all property, real and personal,

(a) With respect to which this decedent prior to his death made any transfer by deed, grant, bargain, sale, or gift while sick or injured, or otherwise impelled or induced by a sense of impending death, and every transfer by deed, grant, bargain, sale or gift made within two years prior to the death of the decedent without adequate valuable consideration in money or money's worth, shall be reported in this schedule.

(b) Or with respect to which this decedent prior to his death made any transfer by deed, grant, bargain, sale or gift intended to take effect in possession or enjoyment at or after death, or where any change in the use or enjoyment of the property included in such transfer, or the income thereof, occurred or might have occurred in the lifetime of the decedent by reason of any power reserved to or conferred upon him either solely or in conjunction with any person or persons, corporation or corporations not having a substantial interest adverse to that of the decedent, to alter or amend or to revoke any such transfer, or any portion thereof, as to the portion remaining at the time of the death of the decedent thus subject to alterations, amendment or revocation.

All such transfers, if any, shall be reported in this schedule.

Said Schedule B-2 also states whether this affiant or the persons receiving such property admit taxability of said transfers.

List under this Schedule all U.S. Bonds in the name of decedent payable on death to another. Show name and relationship of beneficiary to decedent.

(If the decedent made no such transfers, it is so stated)

Description	Fair market value
N/A - Decedent was a resident of California	
Total Schedule B-2 (or Carried For'd)	-0-

SCHEDULE B-3—JOINT TENANCIES.

10. That Schedule B-3 (following or hereunto annexed) contains a statement of all real estate, deposits of money in bank, or other property which this decedent owned at the time of his or her death in *joint tenancy* with another or others, or which, at the time of said decedent's death, stood in any bank or other institution in the joint names of said decedent and one or more persons and payable or deliverable to the survivor or survivors. Give date of creation of the joint tenancy.

It also contains a statement of the names of the surviving joint tenants or despositors or owners, their relationship to the decedent and the full fair market value of said property at the time of the decedent's death.

List under this Schedule all U. S. Bonds in the name of the decedent and/or some other person.

In listing securities, please give value per unit.

(If the decedent had no such property, it is so stated)

Description	Fair market value
N/A - Decedent was a resident of California	
Total Schedule B-3 (or Carried For'd)	-0-

(If more space is required use back of this sheet or attach additional sheet or sheets, immediately following.)

SCHEDULE C—RECAPITULATION

11. That Schedule C, following, sets forth the correct total fair net market value of the property at the time of decedent's death listed in each of the foregoing schedules and sub-schedules, the total amount of debts and expenses of administration listed in Schedule D, and the total fair net market value of the property listed in each of the sub-schedules of Schedule B:

Total value Schedule A-1.	(Real estate, less mortgages and taxes)	$ 209,398.85
Total value Schedule A-2.	(Cash deposits, bonds, mortagges, notes, stocks, etc.)	$ -0-
Total value Schedule A-3.	(Chattel property)	$ 24,928.38
Total value Schedule A-4.	(Interest in business and co-partnerships and all other property)	$ -0-
	TOTAL VALUE SCHEDULE A. (Property transferred by will or intestate law)	$ 234,327.23
	TOTAL AMOUNT SCHEDULE D. (Debts and expenses of administration)	$ 47,913.59
	NET ESTATE	$ 186,413.64
Total value Schedule B-1 (Exercise of powers of appointment.)	$ -0-	
Total value Schedule B-2 (Transfers in contemplation of or intended to take effect at or after death.)	$ -0-	
Total value Schedule B-3 (Decedent's fractional interest) (Joint tenancies, etc.)	$ -0-	
	TOTAL SCHEDULE B	$ -0-	$ -0-
	GRAND TOTAL NET ESTATE AND SCHEDULE B		$ 186,413.64

SCHEDULE D—DEDUCTIONS

12. That *Schedule D*, following, sets forth the funeral expenses, administration expenses, and counsel fee, paid or incurred in connection with the estate, together with the debts of and claims against the decedent, (except liens and encumbrances upon real estate); states whether allowed by the Circuit Court and whether paid or contested by the administrator or executor; and sets forth any and all other items which are claimed as deductions by this deponent.

	Nature of description of claim, debt or expense	Amount of deduction claimed
1.	William A. Elder - appraisal fee paid	450.00
2.	Estimated attorneys' fees	1,000.00
3.	Estimated cost of updating abstracts of real estate titles	1,000.00
4.	Share of U.S. estate tax attributable to property taxable in Illinois: Value of property Taxable in Illinois / Taxable estate x Net estate tax M 234,327.23 / 442,124.13 x 85,779.84 =	45,463.59
	Total Schedule D (or Carried For'd)	47,913.59

(If more space is required, use back of this sheet or attach additional sheet or sheets, immediately following.)

SCHEDULE E.

PERSONS BENEFICIALLY INTERESTED IN THIS ESTATE AND TAX CLAIMED DUE.

13. That Schedule E, following, sets forth the names of all persons and corporations beneficially interested in this estate at the time of decedent's death, as well as those who may have received property listed in Schedule B herein, the nature of their respective interests, their relationship, if any, to the decedent, together with the ages of all minors, annuitants and beneficiaries for life, if any.

It also contains a statement showing which of the beneficiaries named in decedent's will, if any, died prior to the decedent, as well as those, if any, who have died since the decedent, the dates of their deaths, their heirs and the relationship of such heirs to the decedent in case they take any property by virtue of the death of this decedent.

It also contains a statement showing the amount of the exemption, if any, which is claimed by or on behalf of each of said beneficiaries, together with a detailed statement of the facts upon which any claim of exemption is made on account of any legacy, devise or interest passing for any religious, charitable or educational purpose or to any "mutually acknowledged" or "adopted" child or child of an adopted child as provided by statute.

NOTE—In Stating Relationship of Grandchildren, Cousins, Nieces and Nephews, Trace the Relationship Thus—A, Son of B, Brother of Decedent,—and Otherwise Show the Stirpes.

It also shows the amount of tax claimed due from the respective beneficiaries, but without prejudice to this affiant or to any of said beneficiaries to appeal from or otherwise contest any order of the Circuit Judge or Circuit Court assessing a tax on this estate.

NOTE— In Setting Forth Information Relating to the First Four Columns in the Form Below, Commence in the Proper Columns as Indicated at the Top of the Form Using as Much Space to the Right as Necessary, and Dropping Down One Line as to Each Succeeding Column.

For example:

Richard Roe,
415 Lincoln Ave.,
Springfield, Ill.
Nephew, a son of Wm. Roe, brother
of decedent, adult, age 50.
¼ net personal property $30,000
Life estate in Tract No. 1, Schedule A-1
(Item 6, of the will) $10,000

NOTE—Attach Hereon an Affidavit or Table of Heirship as of Date of Decedent's Death.

Name of beneficiary Post Office Address (complete) Relationship to decedent, whether minor or adult, and age if life tenant Interest received	Fair market value	Amount of Exemption Claimed	Net taxable value	Rate	Tax claimed due
Charlotte H. Huggins 700 Greenwood Ave. Wilmette, IL 60091 Daughter, adult one-half of estate	93,206.82	40,000.00	50,000.00 3,206.82 53,206.82	2% 4%	1,000.00 128.27 1,128.27
Roger L. Harrison 1007 Ashland Ave. Evanston, IL 60202 Son, adult one-half of estate	93,206.82	40,000.00	50,000.00 3,206.82 53,206.82	2% 4%	1,000.00 128.27 1,128.27
Total	186,413.64			Inheritance Tax	2,256.54
				Additional Tax (Per Schedule "F")	1,497.23
				Total Tax	3,753.77

(If more space is required, use back of this sheet or attach additional sheet or sheets, immediately following.)

SCHEDULE F—ADDITIONAL TAX

14. That *Schedule F*, sets forth the value of decedent's entire estate subject to Federal Estate Tax, the percentage of property having a taxable situs in Illinois, Federal Taxable Estate or the basic Federal Estate Tax, credit for State Inheritance Taxes and the additional tax, if any, due the State of Illinois under Sections 30 (a) and 30 (b) of the Illinois Inheritance Tax Act.

Note: (a) Sections 30 (a) and 30 (b) of the Illinois Inheritance Tax Law impose an additional tax equal to the maximum tax credit allowed for State death taxes against the Federal Estate Tax under the applicable provisions of the Internal Revenue Code, it being the purpose to impose only such additional taxes as may be necessary to give the State of Illinois the full benefit of the maximum credit provided for in the Internal Revenue Code on that portion of the estate which has a taxable situs in this State.

(b) In case an estate is situated partly within and partly without this State, Illinois is entitled to so much of the maximum tax credit allowed for Federal Estate Taxes as the percentage of taxable property situate in this State bears to the total gross estate wherever situate.

NOTE: A COPY OF ESTATE'S FEDERAL TAX RETURN VERIFIED UNDER OATH MUST BE FILED WITH THE ATTORNEY GENERAL AT THE TIME OF FILING THIS RETURN. (INDICATE THEREON THE APPRAISEMENT NUMBER ASSIGNED TO THIS ESTATE.)

ALL VALUES SHOULD BE SAME AS GIVEN IN FEDERAL ESTATE TAX RETURN		
1. TOTAL GROSS ESTATE. . . . . (Property of all descriptions wherever located subject to Federal Estate Tax)	$ 508,662.85	
2. GROSS ESTATE HAVING TAXABLE SITUS IN ILLINOIS . . . $ 234,327.23		
a. Resident Estate: All property included in the estate shall be considered to have a taxable situs in this State except real property situate and tangible personal property having an actual situs in another State.		
b. Nonresident Estate: Only real property situate and tangible personal property having an actual situs in this State.		
3. PERCENTAGE OF PROPERTY HAVING TAXABLE STATUS IN ILLINOIS 46.07 % (Divide line 2 by line 1.)		
4. IF DEATH OCCURRED PRIOR TO AUGUST 17, 1954, USE LINES 4a AND 4b.		
4a. BASIC FEDERAL ESTATE TAX.	$	
4b. 80% CREDIT FOR STATE INHERITANCE TAX. . . (80% of line 4a.)	$	
5. IF DEATH OCCURRED ON OR AFTER AUGUST 17, 1954, USE LINES 5a AND 5b.		
5a. FEDERAL TAXABLE ESTATE.	$ 442,124.13	
5b. MAXIMUM CREDIT FOR STATE INHERITANCE TAX.	$ 8,147.97	
6. STATE OF ILLINOIS SHARE OF CREDIT FOR STATE INHERITANCE TAXES . . . . . (multiply either line 4b or 5b by line 3.)	$ 3,753.77	
7. ILLINOIS INHERITANCE TAX BEFORE ADDITIONAL TAX.	$ 2,256.54	
8. ILLINOIS ADDITIONAL TAX (Subtract line 7 from line 6) (If line 7 is more than line 6, line 8 is extended as "NONE").		1,497.23

NOTE: IN THE EVENT THE TAX DUE UNDER THE APPLICABLE PROVISIONS OF THE INTERNAL REVENUE CODE IS INCREASED AFTER THE DETERMINATION OF THE ADDITIONAL TAX DUE THIS STATE, A SUPPLEMENTAL RETURN SHALL BE FILED AND ANY FURTHER ADDITIONAL TAX DUE THIS STATE SHALL BE CALCULATED, DETERMINED AND PAID.

SIXTH: IT IS THEREFO' ORDERED, that the cash value of the veral successions, estates, annuities, gifts, transfers, appointments, in. .ests, etc., subject to taxation or exemp...n by reason of the death of said decedent under the laws of this State and the tax to which the same are severally liable, be and the same are hereby assessed and fixed as follows:

Name of beneficiary Post Office Address Relationship to decedent, whether minor or adult, and age if life tenant Interest received	Value	Amount of Exemption Claimed	Net taxable value	Rate	Tax claimed due
Charlotte H. Huggins 700 Greenwood Ave. Wilmette, IL 60091 adult, daughter one-half of estate	95,834.14	40,000	50,000.00 5,834.14	2% 4%	1,000.00 233.37 1,233.37
Roger L. Harrison 1007 Ashland Ave. Evanston, IL 60202 son, adult one-half of estate	95,834.14	40,000	50,000.00 5,834.14	2% 4%	1,000.00 233.37 1,233.37
TOTAL NET ESTATE (Sched. A plus Sched. B)	$ 191,668.28			Inheritance Tax	2,466.74
				Additional Tax (Per line 8 Schedule "F")	1,287.03
				Total Tax	3,753.77

SEVENTH: I certify to the following circuit clerk's fee, witness fees and expenses of appraisement to be paid to the persons named below, by the county treasurer of this county out of any moneys in his hands, or which shall come into his hands as inheritance, succession or transfer taxes in said estate: Provided, however, that if no moneys come into the hands of said county treasurer as inheritance, succession or transfer taxes from said estate, it is hereby ordered that the executor or administrator of this estate shall pay said fees and expenses of this adjudication from the assets of said estate: Provided, also that if the moneys coming into the hands of said county treasurer as such inheritance, succession or transfer taxes are insufficient to pay said fees and expenses, such deficiency in amount necessary to pay said fees and expenses in full, shall be paid by the Executor or Administrator from the funds of said estate.

Circuit Clerk's fee as provided by statute	$15	00
Witness and other expenses of appraisement as follows:		
Total		

Approved
Harrison Dixon
Assistant Attorney General

IT IS FURTHER ORDERED, That the appraisement as made herein, together with the cash value of the several successions, estates, annuities, gifts, transfers, appointments, interests, etc., subject to taxation or exemption by reason of the death of said decedent, and the tax thereon as assessed and fixed herein, be entered in the public inheritance tax records of this County.

_____ Judge.

(The following certificate may be used by the Circuit Clerk in certifying copies of orders of assessment to the Attorney General and to the State Treasurer, as provided by statute):

STATE OF ILLINOIS, }
County of_____ } ss.

I,_____,Circuit Clerk of said county, do hereby certify that I am the keeper of the records, files and seal of said county, and that the foregoing is a true, perfect and complete copy of an order of the_____ Judge of said county, assessing and fixing inheritance, succession or transfer taxes in the estate of_____, deceased, filed in my office on the_____ day of_____,19___, as the same appears from the records and files of said county in my office remaining.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said county, on the _____ day of_____,19___.

_____
Circuit Clerk.

No._____

INHERITANCE TAX

BEFORE THE _____ Judge

of _____ County

IN THE MATTER OF THE ESTATE OF _____ Deceased.

Order Assessing Tax

Form 114A (12209—60M—8-47)

Form No. 208 (58329—25M—3-74) 10

INHERITANCE TAX—Certificate of Mailing Notice of Appraisement Under Sec. 11, of Act of June 14, 1909, as Amended.

MOULTRIE COUNTY, STATE OF ILLINOIS,

In the Matter of the Estate of Lyle L.L Harrison Deceased. | TRANSFER TAX 81-P-14 No.

I, Arthur Freesh, Circuit Clerk of said County, do hereby certify that on the 5th day of February, 1981, I mailed to each of the following named persons, at his or her address mentioned below, to-wit:

NAME	ADDRESS
Charlotte H. Huggins	700 Greenwood Ave., Wilmette, IL 60091
Roger L. Harrison	1007 Ashland Ave., Evanston, IL 60202

postage prepaid, notice, as follows:

YOU WILL PLEASE TAKE NOTICE, that an Inheritance Tax Return has been filed in above estate and that the undersigned, Judge of said County, pursuant to the statutes providing for the assessment and collection of inheritance, succession and transfer taxes by the State of Illinois, will, on the 16th day of March, 1981, at 9:30 o'clock a. M. in the Court room at the Court House of said County, proceed to a hearing on said Return and any objections or exceptions which may be filed thereto, and proceed to appraise at its fair market value, at the date of the decedent's death, all of the property of said decedent which is subject to the payment of inheritance, succession and transfer taxes, and will hear such evidence as may be produced concerning said tax.

And such of you as are minors, or under disability, are required to appear by guardian, and in case you have no guardian, the Judge will appoint one to represent and act for you in these proceedings.

DATED this 5th day of February, 1981.

s/ W. B. Kranz
Circuit or Associate Judge.

Said persons above named being all of the persons or corporations known to me to have a claim or interest in the property of said decedent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said county on the 5th day of February, 1981.

Arthur Freesh
Circuit Clerk.

15. That deponent has made due and diligent search for property of every kind, nature and description left by the decedent, and has been able to discover only that set forth in Schedule A, and that no information of any other property of the decedent has come to his knowledge, and that he verily believes that decedent left no property except as therein set forth. That all the sums claimed as deductions in Schedule D are lawful, just and fair, and that to the best of deponent's knowledge, information and belief the decedent made no gift, grant or conveyance of any property, real or personal, in contemplation of death, or to take effect in possession or enjoyment at or after death, except as may be specifically set forth in the appropriate sub-schedule of Schedule B.

16. That deponent has scheduled the various classes of property and interests therein owned by said decedent, and quoted the fair market value of the same as of the date of decedent's death, also setting forth the deductions claimed by said estate, the net taxable estate, the distribution thereof, the exemptions to which the several distributees are entitled, and the inheritance tax payable by each of them and any additional tax payable by decedent's estate.

17. That all the persons interested in said estate, and who are entitled to notice of all proceedings herein, so far as known to the undersigned, and their complete post office addresses, are listed on Schedule E, or, if not so listed, are as follows:

NAME	ADDRESS
Charlotte H. Huggins	700 Greenwood Ave., Wilmette, IL 60091
Roger L. Harrison	1007 Ashland Ave., Evanston, IL 60202
Elder and Elder, Attorneys	101 W. Harrison, Sullivan, IL 61951
Attorney General	Springfield, IL 62706

(Attach rider if necessary)

That all of said persons are of full legal age and sound mind except: _____

18. Deponent further says that wherever in any of said sub-schedule the word "none" has been written in, or wherever such sub-schedule has been left blank, such word or omission is to be taken as equivalent to an affirmative allegation by deponent that the decedent left no property or made no transfers of the kind to which such sub-schedule relates.

19. That deponent further requests that the matter of the appraisal of said estate for the purpose of assessing and fixing the inheritance tax and additional tax, if any, due the State of Illinois may be set down for hearing upon said inheritance tax return as filed or as hereafter amended, or upon an amended return filed, and any objections which may be filed thereto, and that you determine the amount of said inheritance tax and additional tax, if any, due the State of Illinois in accordance with the statutes in such case made and provided.

SUBSCRIBED AND SWORN TO before me

Roger L. Harrison
Signature of Affiant

January 29, 19 81

1007 Ashland Avenue
Address of Affiant

Notary Public

Evanston, Illinois 60202
City State Zip Code

Elder and Elder
Name of Attorney for the Estate

101 W. Harrison
Address of Attorney

Sullivan, Illinois 61951
City State Zip Code

217-728-4374
Telephone

APPEARANCE AND WAIVER OF NOTICE (COOK COUNTY ONLY)

The undersigned, attorney for the affiant in the foregoing Inheritance Tax Return, hereby states that he is the attorney in this proceeding for all persons beneficially interested against whom a tax is assessable as shown on this return, (except as hereinafter indicated and for whom separate APPEARANCE and WAIVER forms are or will be furnished); does hereby enter the Appearance of all such persons, the affiant and himself and does hereby waive any and all notice, statutory or otherwise, of any and all hearings to be had in said inheritance tax appraisement proceedings; consents to the entry of an order assessing the tax therein, and to the entry of such other and further orders as may be necessary in said proceedings.

Persons beneficially interested against whom a tax is assessable NOT represented by the undersigned in this proceeding: _____
(List names; if none, state none)

_____
Attorney

Form No. 814-A

INHERITANCE TAX—Certificate by Circuit Clerk of Transmitting Certified Copy of Inheritance Tax Return, Under Sec. 11, Act of June 14, 1919, as subsequently amended.

FEB 5 - 1981

STATE OF ILLINOIS,
COUNTY OF Moultrie } SS. 81-P-14

I, Arthur Freesh, Circuit Clerk of said County,

do hereby certify that on the 5th day of February, A.D. 19 81 and

on the same day of the filing of the Inheritance Tax return in the estate of.....

Lyle L. Harrison, deceased,

I did transmit a certified copy of said return to the Attorney General of the State of Illinois at Springfield, Illinois.

Arthur Freesh

Last Will and Testament of

FILED

JUN 12 1980

Clerk 6th Judicial Circuit
Moultrie County, Illinois

LYLE LUX HARRISON

I, LYLE LUX HARRISON, of Lovington, Illinois, make this my Last Will and Testament and hereby revoke all of my prior Wills and Codicils.

SECTION ONE: I direct that my funeral expenses and all of my just debts be paid by my Executors as soon after my decease as may be practicable.

SECTION TWO: All the rest, residue, and remainder of my estate I give, devise, and bequeath to my children, Charlotte H. HUGGINS and ROGER LYLE HARRISON, in equal shares. If either of my children should predecease me, the share of any such deceased child shall go to the decendents of such deceased child per stirpes.

SECTION THREE: I appoint my children, CHARLOTTE H. HUGGINS and ROGER LYLE HARRISON, to be the Executors under this my Last Will and Testament. In the event either fails or ceases to act as such Executor, the other shall serve alone. I request that no surety shall be required on the bonds of my Executors.

SECTION FOUR: I give my Executors and any Successor Executor the following powers and discretions in each case to be exercisible without Court Order:

A. To sell at public or private sale, to retain, to lease, to borrow money and for that purpose to mortgage or to pledge all or part of the real or personal property of my estate.

B. To settle claims in favor of or against my estate.

C. To distribute the residue of my estate in cash or in kind or partly in each and for this purpose the determination of the Executors as to the value of any property distributed in kind shall be conclusive.

D. To execute and deliver any deeds, contracts, mortgages, bills of sale, or other instruments necessary or desirable for the exercise of the powers and discretions of my Executors.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and seal to this, my Last Will and Testament at Sullivan, Illinois, this 6th day of December, 1976.

Lyle Lux Harrison (SEAL)

LYLE LUX HARRISON

The foregoing instrument was this day executed by the above named testator, LYLE LUX HARRISON, and declared by him to be his Last Will and Testament, In witness whereof, we, at his request, in his presence, in the presence of each other, and believing him to be of sound and disposing mind and memory and under no undue influence or restraint, hereunto affix our signatures as witnesses, at Sullivan, Illinois, this 6th day of December, 1976.

Robert V. Elder

Joan Highland

Barbara J. Buttacavoli

-witnesses-

CERTIFIED TRUE COPY:
DATE June 12, 1980
Arthur Tuck
CIRCUIT CLERK, MOULTRIE CO. IL.

IN THE CIRCUIT COURT
FOR THE SIXTH JUDICIAL CIRCUIT OF ILLINOIS
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

STATE OF ILLINOIS)
) SS.
COUNTY OF MOULTRIE)

ESTATE OF LYLE L. HARRISON, Deceased, No. 81-P-14

ILLINOIS INHERITANCE TAX RETURN

AMENDED SCHEDULES C, D, E, & F

FILED
JUN 8 - 1981
Arthur Freesh
CIRCUIT CLERK
MOULTRIE COUNTY

SCHEDULE C—RECAPITULATION

11. That Schedule C, following, sets forth the correct total fair net market value of the property at the time of decedent's death listed in each of the foregoing schedules and sub-schedules, the total amount of debts and expenses of administration listed in Schedule D, and the total fair net market value of the property listed in each of the sub-schedules of Schedule B:

Total value Schedule A-1.	(Real estate, less mortgages and taxes)	$ 209,398.85
Total value Schedule A-2.	(Cash deposits, bonds, mortgages, notes, stocks, etc.)	$
Total value Schedule A-3.	(Chattel property)	$ 24,928.38
Total value Schedule A-4.	(Interest in business and co-partnerships and all other property)	$
	TOTAL VALUE SCHEDULE A. (Property transferred by will or intestate law)	$ 234,327.23
	TOTAL AMOUNT SCHEDULE D. (Debts and expenses of administration)	$ 42,658.95
	NET ESTATE	$ 191,668.28
Total value Schedule B-1 (Exercise of powers of appointment.)		$
Total value Schedule B-2 (Transfers in contemplation of or intended to take effect at or after death.)		$
Total value Schedule B-3 (Decedent's fractional interest) (Joint tenancies, etc.)		$
	TOTAL SCHEDULE B	$
	GRAND TOTAL NET ESTATE AND SCHEDULE B	$ 191,668.28

SCHEDULE D—DEDUCTIONS

12. That *Schedule D*, following, sets forth the funeral expenses, administration expenses, and counsel fee, paid or incurred in connection with the estate, together with the debts of and claims against the decedent, (except liens and encumbrances upon real estate); states whether allowed by the Circuit Court and whether paid or contested by the administrator or executor; and sets forth any and all other items which are claimed as deductions by this deponent.

Nature of description of claim, debt or expense	Amount of deduction claimed
Value of Property in Illinois / Total Gross Estate $\frac{\$234,327.23}{508,662.85} = .46067$	
From Federal Estate Tax Return:	
Schedule J $4,352.13 Schedule K 2,450.00	
Total Deductions $ 6,802.13	
Net Federal Estate Tax 85,799.84	
$ 92,601.97	
Total Deductions Allocable to Illinois $92,601.97 x .46067 = $42,658.95	
Total Schedule D (or Carried For'd)	$42,658.95

(If more space is required, use back of this sheet or attach additional sheet or sheets, immediately following.)

AMENDED
SCHEDULE E.

PERSONS BENEFICIALLY INTERESTED IN THIS ESTATE AND TAX CLAIMED DUE.

13. That Schedule E, following, sets forth the names of all persons and corporations beneficially interested in this estate at the time of decedent's death, as well as those who may have received property listed in Schedule B herein, the nature of their respective interests, their relationship, if any, to the decedent, together with the ages of all minors, annuitants and beneficiaries for life, if any.

It also contains a statement showing which of the beneficiaries named in decedent's will, if any, died prior to the decedent, as well as those, if any, who have died since the decedent, the dates of their deaths, their heirs and the relationship of such heirs to the decedent in case they take any property by virtue of the death of this decedent.

It also contains a statement showing the amount of the exemption, if any, which is claimed by or on behalf of each of said beneficiaries, together with a detailed statement of the facts upon which any claim of exemption is made on account of any legacy, devise or interest passing for any religious, charitable or educational purpose or to any "mutually acknowledged" or "adopted" child or child of an adopted child as provided by statute.

NOTE—In Stating Relationship of Grandchildren, Cousins, Nieces and Nephews, Trace the Relationship Thus—A, Son of B, Brother of Decedent,—and Otherwise Show the Stirpes.

It also shows the amount of tax claimed due from the respective beneficiaries, but without prejudice to this affiant or to any of said beneficiaries to appeal from or otherwise contest any order of the Circuit Judge or Circuit Court assessing a tax on this estate.

NOTE— In Setting Forth Information Relating to the First Four Columns in the Form Below, Commence in the Proper Columns as Indicated at the Top of the Form Using as Much Space to the Right as Necessary, and Dropping Down One Line as to Each Succeeding Column.

For example:
Richard Roe,
415 Lincoln Ave.,
Springfield, Ill.
Nephew, a son of Wm. Roe, brother
of decedent, adult, age 50.
½ net personal property $30,000
Life estate in Tract No. 1, Schedule A-1
(Item 5, of the will) $10,000

NOTE—Attach Hereon an Affidavit or Table of Heirship as of Date of Decedent's Death.

Name of beneficiary Post Office Address (complete) Relationship to decedent, whether minor or adult, and age if life tenant Interest received	Fair market value	Amount of Exemption Claimed	Net taxable value	Rate	Tax claimed due
Charlotte H. Huggins 700 Greenwood Ave. Wilmette, IL 60091 Daughter, adult one-half of estate	95,834.14	40,000.	50,000.00 5,834.14	2% 4%	1,000.00 233.37 1,233.37
Roger L. Harrison 1007 Ashland Ave. Evanston, IL 60202 Son, adult one-half of estate	95,834.14	40,000.	50,000.00 5,834.14	2% 4%	1,000.00 233.37 1,233.37
Total	191,668.28			Inheritance Tax	2,466.74
				Additional Tax (Per Schedule "F")	1,287.03
				Total Tax	3,753.77

(If more space is required, use back of this sheet or attach additional sheet or sheets, immediately following.)

SCHEDULE F—ADDITIONAL TAX

14. That *Schedule F*, sets forth the value of decedent's entire estate subject to Federal Estate Tax, the percentage of property having a taxable situs in Illinois, Federal Taxable Estate or the basic Federal Estate Tax, credit for State Inheritance Taxes and the additional tax, if any, due the State of Illinois under Sections 30 (a) and 30 (b) of the Illinois Inheritance Tax Act.

Note: (a) Sections 30-(a) and 30 (b) of the Illinois Inheritance Tax Law impose an additional tax equal to the maximum tax credit allowed for State death taxes against the Federal Estate Tax under the applicable provisions of the Internal Revenue Code, it being the purpose to impose only such additional taxes as may be necessary to give the State of Illinois the full benefit of the maximum credit provided for in the Internal Revenue Code on that portion of the estate which has a taxable situs in this State.

(b) In case an estate is situated partly within and partly without this State, Illinois is entitled to so much of the maximum tax credit allowed for Federal Estate Taxes as the percentage of taxable property situate in this State bears to the total gross estate wherever situate.

NOTE: A COPY OF ESTATE'S FEDERAL TAX RETURN VERIFIED UNDER OATH MUST BE FILED WITH THE ATTORNEY GENERAL AT THE TIME OF FILING THIS RETURN. (INDICATE THEREON THE APPRAISEMENT NUMBER ASSIGNED TO THIS ESTATE.)

ALL VALUES SHOULD BE SAME AS GIVEN IN FEDERAL ESTATE TAX RETURN		
1. TOTAL GROSS ESTATE. . . . . (Property of all descriptions wherever located subject to Federal Estate Tax)	$ 508,662.85	
2. GROSS ESTATE HAVING TAXABLE SITUS IN ILLINOIS . . . $ 234,327.23		
a. Resident Estate: All property included in the estate shall be considered to have a taxable situs in this State except real property situate and tangible personal property having an actual situs in another State.		
b. Nonresident Estate: Only real property situate and tangible personal property having an actual situs in this State.		
3. PERCENTAGE OF PROPERTY HAVING TAXABLE STATUS IN ILLINOIS 46.07 % (Divide line 2 by line 1.)		
4. IF DEATH OCCURRED PRIOR TO AUGUST 17, 1954, USE LINES 4a AND 4b.		
4a. BASIC FEDERAL ESTATE TAX.	$	
4b. 80% CREDIT FOR STATE INHERITANCE TAX. . . (80% of line 4a.)	$	
5. IF DEATH OCCURRED ON OR AFTER AUGUST 17, 1954, USE LINES 5a AND 5b.		
5a. FEDERAL TAXABLE ESTATE.	$ 442,124.13	
5b. MAXIMUM CREDIT FOR STATE INHERITANCE TAX.	$ 8,147.97	
6. STATE OF ILLINOIS SHARE OF CREDIT FOR STATE INHERITANCE TAXES . . . . . (multiply either line 4b or 5b by line 3.)	$ 3,753.77	
7. ILLINOIS INHERITANCE TAX BEFORE ADDITIONAL TAX.	$ 2,466.74	
8. ILLINOIS ADDITIONAL TAX (Subtract line 7 from line 6) (If line 7 is more than line 6, line 8 is extended as "NONE").		1,287.03

NOTE: IN THE EVENT THE TAX DUE UNDER THE APPLICABLE PROVISIONS OF THE INTERNAL REVENUE CODE IS INCREASED AFTER THE DETERMINATION OF THE ADDITIONAL TAX DUE THIS STATE, A SUPPLEMENTAL RETURN SHALL BE FILED AND ANY FURTHER ADDITIONAL TAX DUE THIS STATE SHALL BE CALCULATED, DETERMINED AND PAID.

Form No. 218

INHERITANCE TAX—Certificate of County Clerk of Transmitting Certified Copy of Order of Circuit or Associate Judge and Mailing Notice, Under Sec. 11 of Act of June 14, 1909, as amended.

STATE OF ILLINOIS,
COUNTY OF Moultrie } ss. 81-P-14

I, Arthur Freesh, Circuit Clerk of said county, do hereby certify that on 9th day of June, 1981, and within five days after the filing of the order of the Circuit or Associate Judge of said County, assessing and fixing Inheritance Tax in the estate of Lyle L. Harrison deceased, I did make and transmit a certified copy of said order to the Attorney General and also to the County Treasurer of said County, and I did also, on the same day, give notice of the entry of said order by mail to:

NAME	ADDRESS
Hon. Jerome Cosentino, Treas. State of Il	State House, Springfield, IL 62701
Hon. Harrison J. McCown, Asst. Atty. Gen.	Tuscola, IL 61953

being all parties known to be interested in such estate, and that said notice was in the form prescribed and furnished by the Attorney General.

Arthur Freesh
Circuit Clerk.
K.

App. 523 U L S L

Form 222

RECEIPT

FOR FULL INHERITANCE TAX AND INTEREST

JUL 16 1981

In the Matter of the Estate of:
LYLE L. HARRISON
Date of Death: 5-1-80

COUNTY DOCKET
No. 81-P-14
CIRCUIT CLERK
MOULTRIE COUNTY

OFFICE OF THE COUNTY TREASURER OF MOULTRIE COUNTY, ILLINOIS.

Received of Roger Harrison ☐ Executor ☐ Trustee ☐ Administrator ☐ Other

3,753.77 Tax $ Interest (if any) $ 3,753.77 Total being full payment of Transfer Tax, as follows:

Beneficiary	Relationship	Taxable Cash Value Dollars	Cents	Rate	Amount of Tax Dollars	Cents
arlotte H. Huggins	Daughter	50,000	00	2%	1,000	00
		5,834	14	4%	233	37
					1,233	37
ger L. Harrison	Son	50,000	00	2%	1,000	00
		5,834	14	4%	233	37
					1,233	37
		Additional Tax (Per line 8 Schedule "P"			1,287	03
				Total	3,753	77
				TAX	3,753	77
(If Additional Space Is Needed Use Reverse Side)				INTEREST		
				TOTAL	3,753	77

TO BE COMPLETED BY COUNTY TREASURER

DEPOSITS Amount	Date	Amount	Date	INTEREST Amount	Date
3,753.77 on	2-25-81	$ on		$ on	
on		$ on		$ on	
on		$ on		$ on	

Given in duplicate to the estate this 9th day of June 1981.
One copy retained by estate.
One copy to State Treasurer for countersignature.

William R Gustin
County Treasurer.

(The County Treasurer should, in each instance, retain a copy of this receipt so as to be able, if necessary, to comply with Section 22 of this Act.)

Submit Only Upon Full Payment of Tax and Interest, If Any.

STATE OF ILLINOIS, } ss.
Office of State Treasurer,

Springfield, JUL 15 1981, 19

This is to certify that I have received from the County Treasurer of MOULTRIE County, Illinois, the amount of the above tax and interest, if any, as finally determined.

In Witness Whereof, I have countersigned this certificate and affixed thereto my official seal the day and year aforesaid.

SEAL

Jerry Cochran

First National Monetary Corporation
4000 Town Center Southfield, MI 48075
Suite 1570 (313) 353-9770

TRANSACTION STATEMENT
CASH FORWARD ACCOUNT

Appendix NNN - 524

TRANSACTION DATE: 2 / 21 / 80
SETTLEMENT DATE: 2 / 25 / 80
REPRESENTATIVE: L. Nantais/n
Branch: Michigan/djc
ORDER NUMBER: FB 38031

Buy: Long Sell: _____ Commodity: 1979 Maple Leafs

Quantity: 5 coins Unit Price: 746.0 Maturity: 9/80

Current Minimum Deposit Requirement = 25%

Name and Address of Customer Acct. No. 347-54-xxxx

Roger Harrison Sr.
Custodian for Clara A. Harrison
1007 Ashland
Evanston, IL 60202

Payment for Purchases must reach FNMC by the Settlement Date. Please show your Order and Account Number on all checks and communications. Please notify your Account Executive immediately if you believe this Transaction Statement does not accurately reflect your transaction with First National Monetary Corporation.

Total Price	$	3730.00
Credit Extended	$	2797.50
Deposit Requirement	$	932.50
Commission 2%	$	74.60
Interest Earned	$	
Misc. ( )	$	
Total Due FNMC	$	1007.10
Total Due Customer	$	

Merrill Lynch Pierce Fenner & Smith Inc.

CHECK, BANK DRAFT AND/OR MONEY ORDER RECEIPT

Received From Harrison Date 4-16-80

At (office) 2 N. La Salle Account No. 630 67821

Please print clearly and list each item separately.

Identifying Number*	INDICATE CHECK, BANK DRAFT OR M.O.	Payee	Amount
13055	M+C	Merrill Lynch re Samuel Lorus Coins	$ 516.48
			$
			$
			$
		Total	$ 516.48

** Identifying number of check, bank draft or money order (if available).*

Prepared by Gusty

CODE 40 REV 11/75 Printed in U.S.A.

First National Monetary Corporation
4000 Town Center Southfield, MI 48075
Suite 1570 (313) 353-9770

TRANSACTION STATEMENT CASH FORWARD ACCOUNT

App. 525

TRANSACTION DATE: 2 / 21 / 80
SETTLEMENT DATE: 2 / 25 / 80
REPRESENTATIVE: L. Nantais/n
Branch: Michigan/djc
ORDER NUMBER: FB 38032

Buy: Long Sell: Commodity: 1979 Maple Leafs

Quantity: 5 coins Unit Price: 746.0 Maturity: 9/80

Current Minimum Deposit Requirement = 25%

Name and Address of Customer Acct. No. 347-54-xxxx

Roger Harrison
Custodian for Janet B. Harrison
1007 Ashland
Evanston, IL 60202

Payment for Purchases must reach FNMC by the Settlement Date. Please show your Order and Account Number on all checks and communications. Please notify your Account Executive immediately if you believe this Transaction Statement does not accurately reflect your transaction with First National Monetary Corporation.

Total Price		$ 3730.00
Credit Extended		$ 2797.50
Deposit Requirement		$ 932.50
Commission	2%	$ 74.60
Interest Earned		$
Misc. ( )		$
Total Due FNMC		$ 1007.10
Total Due Customer		$

Merrill Lynch Pierce Fenner & Smith Inc.

CHECK, BANK DRAFT AND/OR MONEY ORDER RECEIPT

Received From Harrison cust for Janet Date 4-17-80

MERRILL LYNCH, PIERCE, FENNER & SMITH INC. 2 N. LA SALLE STREET CHICAGO, IL 60602

At (office) Account No. 630 67822

Please print clearly and list each item separately.

Identifying Number*	INDICATE CHECK, BANK DRAFT OR M.O.	Payee	Amount
13056		MERRILL LYNCH, PIERCE, FENNER & SMITH, INC.	$ 516.48
		the sum of five hundred	$
			$
			$
		Total	$ 516.48

**Identifying number of check, bank draft or money order (if available).*

Prepared by

CODE 40 REV 11/75 Printed in U.S.A.

First National Monetary Corporation
4000 Town Center Suite 1570
Southfield, MI 48075 (313) 353-9770

TRANSACTION STATEMENT
CASH FORWARD ACCOUNT

TRANSACTION DATE:	SETTLEMENT DATE:	REPRESENTATIVE: App. 526	Branch
2 / 21 /80	2 / 25 /80	L. Nantais/n	Michigan/djc

ORDER NUMBER: FB 38030

Buy: Long Sell: _____ Commodity: 1979 Maple Leafs

Quantity: 5 coins Unit Price: 746.0 Maturity: 9/80

Current Minimum Deposit Requirement = 25%

Name and Address of Customer Acct. No. 347-54-xxxx

Roger Harrison Sr.
Custodian for Johanna C. Harrison
1007 Ashland
Evanston, IL 60202

Payment for Purchases must reach FNMC by the Settlement Date. Please show your Order and Account Number on all checks and communications. Please notify your Account Executive immediately if you believe this Transaction Statement does not accurately reflect your transaction with First National Monetary Corporation.

Total Price	$	3730.00
Credit Extended	$	2797.50
Deposit Requirement	$	932.50
Commission 2%	$	74.60
Interest Earned	$	
Misc. ( )	$	
Total Due FNMC	$	1007.10
Total Due Customer	$	

Merrill Lynch Pierce Fenner & Smith Inc.

CHECK, BANK DRAFT AND/OR MONEY ORDER RECEIPT

Received From Harrison cust for Johanna Date 4-7-80

At (office) MERRILL LYNCH, PIERCE, FENNER & SMITH INC. 2 N. LA SALLE STREET CHICAGO, IL 60602 Account No. 630 67824

Please print clearly and list each item separately.

Identifying Number*	INDICATE CHECK, BANK DRAFT OR M.O.	Payee	Amount
13058	ML	MERRILL LYNCH, PIERCE, FENNER & SMITH INC.	$ 516.48
		Treasury Coins	$
			$
			$
		Total	$ 516.48

**Identifying number of check, bank draft or money order (if available).*

Prepared by _____

CODE 40 REV 11/75 Printed in U.S.A.

First National Monetary Corporation
4000 Town Center Suite 1570
Southfield, MI 48075 (313) 353-9770

TRANSACTION STATEMENT
CASH FORWARD ACCOUNT

App. 527

TRANSACTION DATE:	SETTLEMENT DATE:	REPRESENTATIVE:	Branch
2 / 21 / 80	2 / 25 / 80	L. Nantais/n	Michigan/djc

ORDER NUMBER: FB 38029

Buy: Long Sell: _____ Commodity: 1979 Maple Leafs

Quantity: 5 coins Unit Price: 746.0 Maturity: 9/80

Current Minimum Deposit Requirement = 25%

Name and Address of Customer Acct. No. 347-54-xxxx

Roger Harrison, Sr.
Custodian for Roger Harrison, Jr.
1007 Ashland
Evanston, IL 60202

Payment for Purchases must reach FNMC by the Settlement Date. Please show your Order and Account Number on all checks and communications. Please notify your Account Executive immediately if you believe this Transaction Statement does not accurately reflect your transaction with First National Monetary Corporation.

Total Price		$ 3730.00
Credit Extended		$ 2797.50
Deposit Requirement		$ 932.50
Commission	2%	$ 74.60
Interest Earned		$
Misc. ( )		$
Total Due FNMC		$ 1007.10
Total Due Customer		$

Merrill Lynch Pierce Fenner & Smith Inc.

CHECK, BANK DRAFT AND/OR MONEY ORDER RECEIPT

Received From Harrison cust for Roger Jr Date 4-17-80

At (office) MERRILL LYNCH, PIERCE, FENNER & SMITH INC. 2 N. LA SALLE STREET CHICAGO, IL 60602 Account No. 630 67823

Please print clearly and list each item separately.

Identifying Number*	INDICATE CHECK, BANK DRAFT OR M.O.	Payee	Amount
13057	MC	MERRILL LYNCH, PIERCE, FENNER & SMITH, INC.	$ 516.48
		Memorex Capital Corp	$
			$
			$
		Total	$ 516.48

** Identifying number of check, bank draft or money order (if available).*

Prepared by _____

CODE 40 REV 11/75 Printed in U.S.A.

Merrill Lynch Pierce Fenner & Smith Inc.

CHECK, BANK DRAFT AND/OR MONEY ORDER RECEIPT

Received From Harrison cert for Lyle Date 4-17-80

At (office) MERRILL LYNCH, PIERCE, FENNER & SMITH INC. 2 N. LA SALLE STREET CHICAGO, IL 60602 Account No. 630-67825

Please print clearly and list each item separately.

Identifying Number*	INDICATE CHECK, BANK DRAFT OR M.O.	Payee	Amount
13059	ML	MERRILL LYNCH, PIERCE, FENNER & SMITH, INC.	$ 516.48
		The sum of 5 Y 6 dollars & 48 cts	$
			$
			$
		Total	$ 516.48

* *Identifying number of check, bank draft or money order (if available).*

Prepared by

CODE 40 REV 11/75 Printed in U.S.A.

Merrill Lynch Pierce Fenner & Smith Inc.

CHECK, BANK DRAFT AND/OR MONEY ORDER RECEIPT

Received From Harrison (cert for Lyle) Date 4-17-80

At (office) MERRILL LYNCH, PIERCE, FENNER & SMITH INC. 2 N. LA SALLE STREET CHICAGO, IL 60602 Account No. 630 67826

Please print clearly and list each item separately.

Identifying Number*	INDICATE CHECK, BANK DRAFT OR M.O.	Payee	Amount
13060	ML	MERRILL LYNCH, PIERCE, FENNER & SMITH, INC.	$ 516.48
		The sum of 5 Y 6 dollars & 48 cts	$
			$
			$
		Total	$ 516.48

* *Identifying number of check, bank draft or money order (if available).*

Prepared by

CODE 40 REV 11/75 Printed in U.S.A.

Merrill Lynch Pierce Fenner & Smith Inc.

CHECK, BANK DRAFT AND/OR MONEY ORDER RECEIPT

Received From Harrison (cert for Orders) Date 4-17-80

At (office) MERRILL LYNCH, PIERCE, FENNER & SMITH INC. 2 N. LA SALLE STREET CHICAGO, IL 60602 Account No. 630-67827

Please print clearly and list each item separately.

Identifying Number*	INDICATE CHECK, BANK DRAFT OR M.O.	Payee	Amount
13061	ML	MERRILL LYNCH, PIERCE, FENNER & SMITH, INC.	$ 516.48
		The sum of 5 Y 6 dollars & 48 cts	$
			$
			$
		Total	$ 516.48

* *Identifying number of check, bank draft or money order (if available).*

Prepared by

The
Tapella & Eberspacher
Law Firm

Tapella & Eberspacher LLC www.tapellalaw.com

Daniel C. Jones
K. Lindsay Rakers*
Angelica W. Wawrzynek

William R. Tapella*
David Y. Eberspacher

Alexander W. Heritier
Jacob N. Smallhorn

January 11, 2018

Dear Ladies and Gentlemen:

Enclosed please find a Form 1099-MISC reporting your respective share of income distributed by the Farm Manager pursuant to the Court's Order of December 9, 2016. You should provide the copy of this Form 1099-MISC to an accountant of your choosing and follow the advice given to you.

Very truly yours,

Jacob N. Smallhorn

JNS/seb

Enclosure

6009 Park Drive
Charleston, IL 61920
Tel. (217) 639-7800

Please respond to:
P.O. Box 627
Mattoon, IL 61938
Fax (217) 639-7810
*Also admitted to practice in Missouri

7800 Forsyth Blvd., Ste. 610
St. Louis, MO 63105
Tel. (314) 588-8500

App. 530

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
First Community Bank of Moultrie County 102 W State, P.O. Box 440 Lovington, IL 61937	$	2017	
	2 Royalties $	Form 1099-MISC	
	3 Other income $ 20901.43	4 Federal income tax withheld $	Copy B For Recipient

PAYER'S federal identification number	RECIPIENT'S identification number	5 Fishing boat proceeds	6 Medical and health care payments
37-0274485	xxx-xx-xxx	$	$

RECIPIENT'S name, street address (including apt. no.) city or town, state or province, country, and ZIP or foreign postal code	7 Nonemployee compensation	8 Substitute payments in lieu of dividends or interest	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
Lyle Roger Harrison 1007 Ashland Ave Evanston, IL 60202	$	$	
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
	11	12	
Account number (see instructions) FATCA filing requirement ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	

15a Section 409A deferrals	15b Section 409A income	16 State tax withheld	17 State/Payer's state no.	18 State income
$	$	$		$

Form 1099-MISC (keep for your records) www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

FORM # LMISCREC

Appendix PPP - 531

IRS Department of the Treasury
Internal Revenue Service

AUSTIN TX 73301-0021

In reply refer to: 0683445433
Jan. 26, 2022 LTR 1802C 0
***-**-1680 201712 30
00008443
BODC: WI

DAVID J & JANET B CROME
2739 HIDDEN LAKE DR
GRAPEVINE TX 76051-2402

015714

Taxpayer identification number: ***-**-****
Tax period: Dec. 31, 2017
Form: 1040

Dear Taxpayer:

Thank you for your reply dated Oct. 21, 2019, to our notice about proposed changes to some of the items on your tax return.

We reversed the changes we proposed in the Notice CP2000 we previously sent you. You do not need to take any further action regarding this matter.

If you have questions or need assistance, you can call Office of D. Hewitt at 800-829-8310 between 7:00 a.m. and 8:00 p.m., or fax us at 877-477-0583.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and write your telephone number and the hours we can reach.

Keep a copy of this letter for your records.

Thank you for your cooperation.

0683445433
Jan.26,2022 LTR 1802C 0
-**-? 201712 30
00008444

DAVID J & JANET B CROME
2739 HIDDEN LAKE DR
GRAPEVINE TX 76051-2402

Sincerely yours,

D. Hewitt
Manager, AUR Operation

Appendix QQQ - 533

Form 668-A(ICS) (January 2015)	Department of the Treasury – Internal Revenue Service **Notice of Levy**

DATE: **10/07/2015**

REPLY TO: **Internal Revenue Service**
J. M. COLE
5100 RIVER ROAD
STOP 503
SCHILLER PARK, IL 60176-1058

TELEPHONE NUMBER OF IRS OFFICE: **(847)737-6389**

EXHIBIT C

NAME AND ADDRESS OF TAXPAYER:
ROGER LYLE HARRISON SR RVOC TR
ANDREW L HARRISON TTEE
1007 ASHLAND AVE
EVANSTON, IL 60202-113807

TO: **U S BANK**
LEGAL PROCESSING DEPARTMENT
205 SOUTH FIFTH STREET
SPRINGFIELD, IL 62794

IDENTIFYING NUMBER(S): **90-6216600**

HARR

Kind of Tax	Tax Period Ended	Unpaid Balance of Assessment	Statutory Additions	Total
1041	12/31/2013	$17,890,746.46	$3,109,582.08	$21,000,328.54
This levy won't attach funds in IRAs, Self-Employed Individuals' Retirement Plans, or any other Retirement Plans in your possession or control, unless it is signed in the block to the right. ⇒			**Total Amount Due**	$21,000,328.54

We figured the interest and late payment penalty to **12/31/2015**

Although we have told you to pay the amount you owe, it is still not paid. This is your copy of a notice of levy we have sent to collect this unpaid amount. We will send other levies if we don't get enough with this one.

Banks, credit unions, savings and loans, and similar institutions described in section 408(n) of the Internal Revenue Code must hold your money for 21 calendar days before sending it to us. They must include the interest you earn during that time. Anyone else we send a levy to must turn over your money, property, credits, etc. that they have *(or are already obligated for)* when they would have paid you.

If you decide to pay the amount you owe now, please bring a guaranteed payment *(cash, cashier's check, certified check, or money order*)* to the nearest IRS office with this form, so we can tell the person who received this levy not to send us your money. Make checks and money orders payable to **United States Treasury.** If you mail your payment instead of bringing it to us, we may not have time to stop the person who received this levy from sending us your money.

If we have erroneously levied your bank account, we may reimburse you for the fees your bank charged you for handling the levy. You must file a claim with the IRS on Form 8546 within one year after the fees are charged.

If you have any questions, or want to arrange payment before other levies are issued, please call or write us. If you write to us, please include your telephone number and the best time to call. *Visit www.irs.gov to determine the closest IRS office that furnishes cash payment processing service.

Signature of Service Representative	Title
/S/ J. M. COLE	REVENUE OFFICER

Part 4 – For Taxpayer

Form **668-A(ICS)** (1-2015)

SC C39

Form 668-A(ICS) (January 2015)	Department of the Treasury – Internal Revenue Service **Notice of Levy**

DATE: **10/07/2015**

REPLY TO: **Internal Revenue Service**
J. M. COLE
5100 RIVER ROAD
STOP 503
SCHILLER PARK, IL 60176-1058

TELEPHONE NUMBER OF IRS OFFICE: **(847)737-6389**

NAME AND ADDRESS OF TAXPAYER:
ROGER LYLE HARRISON SR RVOC TR
ANDREW L HARRISON TTEE
1007 ASHLAND AVE
EVANSTON, IL 60202-113807

TO: **HARDWARE STATE BANK**
LEGAL PROCESSING DEPARTMENT
102 WEST STATE STREET
COVINGTON, IL 61937

IDENTIFYING NUMBER(S): **90-6216600**

HARR

Kind of Tax	Tax Period Ended	Unpaid Balance of Assessment	Statutory Additions	Total
1041	12/31/2013	$17,890,746.46	$3,109,582.08	$21,000,328.54

This levy won't attach funds in IRAs, Self-Employed Individuals' Retirement Plans, or any other Retirement Plans in your possession or control, unless it is signed in the block to the right. ⇒

Total Amount Due $21,000,328.54

We figured the interest and late payment penalty to **12/31/2015**

Although we have told you to pay the amount you owe, it is still not paid. This is your copy of a notice of levy we have sent to collect this unpaid amount. We will send other levies if we don't get enough with this one.

Banks, credit unions, savings and loans, and similar institutions described in section 408(n) of the Internal Revenue Code must hold your money for 21 calendar days before sending it to us. They must include the interest you earn during that time. Anyone else we send a levy to must turn over your money, property, credits, etc. that they have *(or are already obligated for)* when they would have paid you.

If you decide to pay the amount you owe now, please bring a guaranteed payment *(cash, cashier's check, certified check, or money order*)* to the nearest IRS office with this form, so we can tell the person who received this levy not to send us your money. Make checks and money orders payable to **United States Treasury.** If you mail your payment instead of bringing it to us, we may not have time to stop the person who received this levy from sending us your money.

If we have erroneously levied your bank account, we may reimburse you for the fees your bank charged you for handling the levy. You must file a claim with the IRS on Form 8546 within one year after the fees are charged.

If you have any questions, or want to arrange payment before other levies are issued, please call or write us. If you write to us, please include your telephone number and the best time to call. *Visit www.irs.gov to determine the closest IRS office that furnishes cash payment processing service.

Signature of Service Representative	Title
/S/ J. M. COLE	REVENUE OFFICER

Part 4 – For Taxpayer

Form **668-A(ICS)** (1-2015)

SC C40

Form 668 (Y)(c)
(Rev. February 2004)

1872 Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #4
(800) 913-6050

Serial Number
181297815

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

- This Notice of Federal Tax Lien has been filed as a matter of public record.
- IRS will continue to charge penalty and interest until you satisfy the amount you owe.
- Contact the Area Office Collection Function for information on the amount you must pay before we can release this lien.
- See the back of this page for an explanation of your Administrative Appeal rights.

000620

Name of Taxpayer
ROGER LYLE HARRISON SR RVOC TR
ANDREW L HARRISON TTEE
a Partnership

Residence
1007 ASHLAND AVE
EVANSTON, IL 60202-1138

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1041	12/31/2013	XX-XXX6600	05/05/2014	06/04/2024	
1041	12/31/2013	XX-XXX6600	12/22/2014	01/21/2025	17890746.46

Place of Filing
County Clerk and Recorder
Moultrie County
Sullivan, IL 61951

Total 17890746.46

This notice was prepared and signed at CHICAGO, IL, on this,

the 14th day of October, 2015.

Signature
Cheryle Cordero
for J. M. COLE

Title
REVENUE OFFICER
(847) 737-6389

24-07-3154

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 3 - Taxpayer's Copy

CAT. NO 60025X
Form 668 (Y)(c) (Rev. 02-04)

Form 668 (Y)(c)
(Rev. February 2004)

1872 Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #4
(800) 913-6050

Serial Number
181297915

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

- This Notice of Federal Tax Lien has been filed as a matter of public record.
- IRS will continue to charge penalty and interest until you satisfy the amount you owe.
- Contact the Area Office Collection Function for information on the amount you must pay before we can release this lien.
- See the back of this page for an explanation of your Administrative Appeal rights.

000621

Name of Taxpayer
ROGER LYLE HARRISON SR RVOC TR
ANDREW L HARRISON TTEE
a Partnership

Residence
1007 ASHLAND AVE
EVANSTON, IL 60202-1138

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1041	12/31/2013	XX-XXX6600	05/05/2014	06/04/2024	
1041	12/31/2013	XX-XXX6600	12/22/2014	01/21/2025	17890746.46

Place of Filing
Secretary of State
State of Illinois
Springfield, IL 62756

Total 17890746.46

This notice was prepared and signed at CHICAGO, IL, on this,

the 14th day of October, 2015.

Signature
Cheryl Cordero
for J. M. COLE

Title
REVENUE OFFICER
(847) 737-6389

24-07-3154

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 3 - Taxpayer's Copy

CAT. NO 60025X
Form 668 (Y)(c) (Rev. 02-04)

Charlotte Huggins

1933 - 2017 Obituary Condolences



Charlotte Harrison Huggins, 84, of Winnetka, Illinois passed away peacefully on December 13, 2017 following a long illness. Funeral services were held at Hurd-Hendricks Funeral Home in Knoxville, Illinois on December 19, 2017 where Charlotte was laid to rest with her husband, Rollin C. Huggins, Jr. Charlotte was born on May 13, 1933 in Rockford, Illinois to Lyle Lux Harrison and Alta Bowers Harrison. She grew up in Glen Ellyn, Illinois and attended Glenbard High School. In 1952 she married her high school sweetheart, Rollin Huggins, and together they attended Knox College in Galesburg, Illinois. Following Rollin's army service and the birth of two daughters, they moved to Cambridge, Massachusetts where Rollin attended Harvard Law School and Charlotte finished her undergraduate degree in English with distinction at Radcliffe College. She was one of the first women admitted to Radcliffe who had young children. The young family returned to the Chicago area in 1958 and settled in the North Shore suburb of Wilmette. Rollin began his legal career at Bell, Boyd & Lloyd in Chicago where he was an estate attorney and Charlotte began work for the local newspaper, the Wilmette Life. While working at the paper, she completed her masters degree in English at Northwestern University and would later pursue a PhD degree completing all required course work. In 1965 she began her long teaching career at New Trier High School in Winnetka, Illinois. In addition to teaching many advanced placement classes in English, she served as sponsor of the school's yearbook and newspaper in the latter part of her career. On a lighter note, her daughters remember with great fondness the many festive English Department parties that Charlotte hosted at our home. Charlotte had many varied interests including history, travel, French culture and genealogy. She was actively involved until recent years in numerous educational and philanthropic organizations including the Northwestern Settlement House and the Daughters of the American Revolution. Always cheerful with a great sense of humor, Charlotte will be remembered for her intelligence, warmth, and charm. Charlotte was preceded in death by her parents; her brother, Roger Harrison; her husband, Rollin Huggins; and her son, John Huggins. She is survived by two daughters

and their spouses, Cynthia and Scott Peters of Winnetka, Illinois and Shirley and Duncan Cooper of La Luz, New Mexico, and four grandchildren and three great-grandchildren. Her family wishes to express their gratitude to the dedicated and wonderful staff at the McGaw Care Center at Presbyterian Homes in Evanston, Illinois. Memorial donations in Charlotte's or Rollin's honor may be made to Knox College in Galesburg, Illinois.

Published in a Chicago Tribune Media Group Publication from Jan. 31 to Feb. 8, 2018

IN THE CIRCUIT COURT
FOR THE SIXTH JUDICIAL CIRCUIT OF ILLINOIS
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

FILED
SIXTH JUDICIAL CIRCUIT
AUG 01 2014
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, Co-Trustees under the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, and DONALD COCHRAN,	)	
Plaintiffs,	)	
vs.	)	No. 2013-L-7
ROGER LYLE HARRISON, JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, PETER ANDREW HARRISON, individually and as the Co-Trustees of the ROGER LYLE HARRISON, SR. REVOCABLE TRUST DATED THE 10TH DAY OF JULY, 2012, ROBERT KAUFFMAN, CARGILL, INC., TOPFLIGHT GRAIN COOPERATIVE, INC. and OKAW FARMERS CO-OP, INC.,	)	
Defendants.	)	

MOTION FOR SUMMARY JUDGMENT

NOW COME the Plaintiffs, FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, Co-Trustees of the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, by DAVID Y. EBERSPACHER of TAPELLA & EBERSPACHER LLC, their attorneys, pursuant to 735 ILCS 5/2-1005, and move this Court for entry of Summary Judgment on Count XII of their COMPLAINT, i.e. "QUIET TITLE AGAINST ROGER LYLE HARRISON, JR., LYLE

ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON AND PETER ANDREW HARRISON, INDIVIDUALLY AND AS CO-TRUSTEES," and in support thereof say:

1. Plaintiffs' COMPLAINT was filed in this cause on October 4, 2013. Count XII seeks the entry of an Order quieting the title of the following tracts of Moultrie County real estate:

> The Southwest Quarter (SW.1/4) of the Northwest Quarter (NW.1/4) of Section Twenty (20), Township Fifteen (15) North, Range Five (5) East of the Third Principal Meridian, Moultrie County, Illinois; (Permanent Index Number: 02-02-20-000-101)
>
> and,
>
> The Northeast Quarter (NE.1/4) of the Northeast Quarter (NE.1/4) of Section Nineteen (19), Township Fifteen (15) North, Range Five (5) East of the Third Principal Meridian, Moultrie County, Illinois. (Permanent Index Number: 02-02-19-000-203)

2. On July 14, 2014, the Defendants LYLE ROGER HARRISON and ANDREW LUX HARRISON filed their "DEFENDANTS, LYLE ROGER HARRISON AND ANDREW LUX HARRISON PART I ANSWER and AFFIRMATIVE DEFENSE AND PART II COUNTERCLAIM TO FLOYD M. AND AMY LOU WILLOUGHBY'S COMPLAINT FILED OCTOBER 4, 2013" wherein:

i) They "DENY" Paragraphs 1 through 30 of each Count of Plaintiffs' COMPLAINT; and

ii) They make no response to Paragraphs 31, 32 and 33 of Count XII of Plaintiffs' COMPLAINT; and,

iii) They include a paragraph on "Page 3 of 95" which is referred to as "AFFIRMATIVE DEFENSE."

3. That the aforementioned "AFFIRMATIVE DEFENSE" reads as follows:

"This matter and case should be dismissed with prejudice in favor of Defendants, Lyle Roger Harrison and Andrew Lux Harrison because this matter is barred by the doctrines of **res judicata** and **collateral estoppel** because this Court has already made a final decision. The dispute of ownership of this property has already been before this Court on two (2) separate occasions as shown by the Judge's final decision in the Moultrie County Probate File of Peter Lux AND Moultrie County Court Case #36-63 with Trustees Deed. Furthermore; Faye Kinzel Lux (mother of Amy Lou Willoughby) has released all claims by selling her rights to the Trust for $3,000; which was the intent of Peter and Mary E. Lux, as clearly shown by The 1924 Lux Declaration of Trust and Faye's filing of the receipt as a Quit-claim deed in the Moultrie County Courthouse. (Exhibits: #4, #6, #9, & #12)"

4. Defendants LYLE ROGER HARRISON and ANDREW LUX HARRISON assert in their AFFIRMATIVE DEFENSE:

A. That some construction of some pleading or Order found in the Moultrie County Probate file pertaining to the administration of the Estate of Peter Lux in 1923 supports their claim of ownership of the subject property by the Roger Lyle Harrison, Sr. Revocable Trust Dated July 10, 2012; and,

B. That some construction of some pleading or Order found in the Moultrie County chancery file #36-63 pertaining to the construction, in 1936, of certain terms of the Last Will and Testament of Mary E. Lux, who died September 16, 1933, supports their claim of ownership of the subject property by the Roger Lyle Harrison, Sr. Revocable Trust Dated July 10, 2012; and,

C. That some construction of a DECLARATION OF TRUST executed by "Mary E. Lux" on the 26th day of February, 1924, supports their claim of ownership of the subject property by the Roger Lyle Harrison, Sr. Revocable Trust Dated July 10, 2012.

5. Summary Judgment is a proper remedy which "shall be rendered without delay if the pleadings, depositions, and admissions on file, together with any affidavits, if any, show that

there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." 735 ILCS 5/2-1005(c).

6. Summary Judgment as to Count XII of Plaintiffs' COMPLAINT is proper in that there is no genuine issue as to any material fact and the Plaintiffs are entitled to Judgment as a matter of law for the following reasons:

A. FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, as Co-Trustees of the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, and AMY LOU WILLOUGHBY, individually, before them, and AMY LOU WILLOUGHBY's predecessors in interest before her, have had record color of title since 1920 when the Deed from Peter Lux and Mary E. Lux to their granddaughter, Faye Kinzel Lux, with remainder to the children of Faye Kinzel Lux (i.e. Amy Lou Willoughby), was executed and recorded in the Office of the Moultrie County Clerk and Recorder, as Document #22068, filed for record on the 21st day of October, 1920, in Deed Volume 64, Page 512; and,

B. The purported WARRANTY DEED IN TRUST made on the 7th day of September, 2013 by Roger Lyle Harrison, Jr., Lyle Roger Harrison, Lux Harry Harrison, Andrew Lux Harrison and Peter Andrew Harrison, as individuals and as Co-Trustees, and recorded by them in the Office of the Moultrie County Clerk and Recorder on September 9, 2013, as Document #298600, Reference Number 13D-420, is outside the chain of title of the subject real estate and constitutes a cloud upon the record title of the subject real estate; and,

C. The said Defendants' analysis of various documents, which are outside of the chain of title of the subject real estate, misconstrues the true nature of each of those documents:

a. Defendants' Exhibit 4: Defendants' Exhibit 4 consists of 100 pages of photocopies of documents comprising part of the proceedings conducted in 1923, after the death of Peter Lux on December 16, 1922, for the purpose of determining the Inheritance Tax, and the allocation of the Inheritance Tax due, relating to the taxation of property that was appraisable by reason of the death of Peter Lux. Any Order or Findings in any document comprising a part of those Inheritance Tax proceedings were entered or made solely for the purpose of determining the assessment of Inheritance Tax and no such Order or Findings were, in any manner, entered or made for the purpose of determining the vesting of record title to the tracts of real estate that are the subject of this Quiet Title cause of action.

b. Defendants' Exhibits 6 & 9: Defendants' Exhibit 6 is a photocopy of a 5-page DECLARATION OF TRUST made by Mary E. Lux on the 26th day of February, 1924, almost two years after the death of Peter Lux on December 16, 1922. Said DECLARATION OF TRUST shows on its face its purpose, and said DECLARATION OF TRUST recites, in pertinent part, as follows:

> " DECLARATION OF TRUST.
> BE IT KNOWN that Peter Lux in his life time made and executed a Last Will and Testament, which has been duly admitted to probate by the County Court of Moultrie County, Illinois; that prior to the making of said will said Peter Lux and Mary E. Lux, his wife, made and executed certain deeds of conveyance to Susan Myrtle Harrison, Harry Howard Harrison, Lyle Lux Harrison and Faye Kinzel Lux; that part of the consideration for

the execution of said deed to Susan Myrtle Harrison, Harry Howard Harrison and Lyle Lux Harrison was the conveyance by Susan Myrtle Harrison, Harry Howard Harrison and Lyle Lux Harrison of their undivided interest in certain lands in Piatt County, Illinois, so that the same could be conveyed to Faye Kinzel Lux by the said Peter Lux and Mary E. Lux.

BE IT KNOWN, That among other tracts of real estate conveyed to Harry Howard Harrison was the tract of real estate described as **Lot Eleven (11) being the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of Section Sixteen (16)**, Township Fifteen (15) North, Range Five (5) East of the third Principal Meridian, in Moultrie County, Illinois, in which Mary E. Lux was the owner of a life estate, and the fee was in the heirs of her body. That because of the minority of Faye Kinzel Lux, she could not convey to Harry Howard Harrison her interest in the remainder in said last described tract of real estate, and that in order to secure to Harry Howard Harrison an amount sufficient out of the estate of Peter Lux to give to the said Harry Howard Harrison his share in the estate of Peter Lux and Mary E. Lux, the said Peter Lux gave a legacy of Three Thousand ($3,000) Dollars by his will to said Harry Howard Harrison, which legacy has been paid by the Executrix of the estate of Peter Lux to Harry Howard Harrison;

And Whereas, Harry Howard Harrison, in order to carry out the intention of the said Peter Lux, has this day delivered to Mary E. Lux the money received from said Three Thousand ($3,000) Dollar legacy, and the said Mary E. Lux herein agrees to hold the same as Trustee, upon the following terms and conditions:

1. **That if the said Faye Kinzel Lux, within one month after reaching her majority, should make, execute and deliver to the said Harry Howard Harrison a quit claim deed for the land above described**, then this trust shall cease and the said $3,000 shall become the property of Mary E. Lux, to be distributed as part of her Estate, in accordance with the intestate laws of the State of Illinois, or in accordance with the terms of the last will and testament of Mary E. Lux, in case she should die testate; and further provided that in case the said Faye Kinzel Lux should die without having executed said Deed or refuses to sign a quit claim deed to the said Harry Howard Harrison for the above described real estate, as aforesaid, that then upon the death of the said Mary E. Lux the said Three Thousand ($3,000) Dollars so held in trust by her under the terms of this agreement is to be paid to Harry Howard Harrison without any expense to him of any kind whatsoever." (Emphasis added.)

Defendants' Exhibit 9 is a photocopy of a Quit Claim Deed made by Faye Kinzel Lux on the 27th day of August, 1926, wherein she is the Grantor and Harry

Howard Harrison is the Grantee. Said Quit Claim Deed recites, in pertinent part, as follows:

> "The Grantor, Faye Kinzel Lux, a Spinster, of the Village of Lovington in the County of Moultrie and State of Illinois for and in consideration of One Dollar and other good and valuable considerations DOLLARS, Convey and Quit-claim to Harry Howard Harrison of the County of Effingham State of Illinois all interest in the following described Real Estate: to wit,
>
> **Lot Eleven (11), being the North east Quarter (NE1/4) of the South West Quarter (SW1/4) of Section Sixteen (16)**, Township Fifteen (15), North, Range Five (5), East of the Third P.M." (Emphasis added.)

Said Quit Claim Deed was filed for record the 3rd day of August, 1926, at 9:00 a.m., as Document #34 077-N.

The real estate conveyed is located in Section Sixteen (16), Township Fifteen (15) North, Range Five (5) East of the Third Principal Meridian and is not a part of any of the real estate that is the subject of this Quiet Title cause of action.

In support of their assertion of ownership by the Roger Lyle Harrison, Sr. Revocable Trust Dated July 10, 2012 of the real estate that is the subject of this Quiet Title cause of action, said Defendants state, in their "AFFIRMATIVE DEFENSE," as follows:

> "Furthermore; Faye Kinzel Lux (mother of Amy Lou Willoughby) has released all claims by selling her rights to the trust for $3,000; which was the intent of Peter and Mary E. Lux, as clearly shown by The 1924 Lux Declaration Of Trust and Faye's filing of the receipt as a Quit-claim deed in the Moultrie County Courthouse."

Said Defendants clearly misconstrue the plain reading and meaning of Defendants' Exhibit 6 and 9.

c. Defendants' Exhibit 12 consists of 26 pages of photocopies comprising part of the Moultrie County chancery file number 36-63, said proceedings showing on their face that they were a 1936 cause of action to construe a provision of the Last Will and Testament of Mary E. Lux seeking Judicial authority for the Testamentary Co-Trustees to convert into cash certain Government Bonds that were Trust assets and seeking Judicial authority to invest said cash into certain described tracts of real estate. Defendants' Exhibit 12 shows on its face that it in no manner involves or relates to any of the real estate that is the subject of this Quiet Title cause of action and Defendants' Exhibit 12 is completely irrelevant and immaterial to any issue before the Court in this Quiet Title cause of action.

7. Summary Judgment as to Count XII of Plaintiffs' COMPLAINT is proper in that there is no genuine issue as to any material fact and the Plaintiffs are entitled to Judgment as a matter of law for the additional following reasons:

A. Plaintiffs, and their record predecessors in interest, are shown of record to have been in actual possession of the subject real estate since prior to 1952, a period of more than sixty (60) years prior to Defendants' assertion of ownership; and,

B. Plaintiffs, as Co-Trustees of the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, are shown of record to have paid the real estate taxes on the subject real estate from 1997 to and including 2013, and AMY LOU WILLOUGHBY, the Plaintiffs' predecessor in interest, is shown of record to have paid the real estate taxes on the subject real estate

from 1989 through 1996, a combined period in excess of twenty-three (23) years prior to Defendants' assertion of ownership; and,

C. That no Pleading, Order, Will, Deed, Trust or other document or instrument comprising any part of the following;

i. A pleading or Order found in the Moultrie County Probate file pertaining to the administration of the Estate of Peter Lux in 1923; or,

ii. A pleading or Order found in the Moultrie County chancery file #36-63 pertaining to the construction, in 1936, of certain terms of the Last Will and Testament of Mary E. Lux, who died September 16, 1933; or,

iii. A DECLARATION OF TRUST executed by "Mary E. Lux" on the 26th day of February, 1924,

may be considered to be evidence or may be admissible in evidence as a part of said Defendants' challenge to the record ownership of the subject real estate by FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, as Co-Trustees of the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, as any and all such documents or instruments are barred by the provisions of 735 ILCS 5/13-114, i.e., "75 year limitation." 735 ILCS5/13-114 provides;

> "No title to real estate may be made unmarketable by (1) the claim or offering of any deed, will, estate, proof of heirship, plot, affidavit, document, court decree, or any written or oral agreement; or (2) any fact, event, or statement affecting title to the real estate in this state which happened, was executed, dated, or recorded more than 75 years before the date it is claimed, offered, or appears." *Illinois State Bar Association, Guide to Illinois Statutes of Limitation*, 2011 Edition, by Adrienne W. Albrecht, Updated by Gordon L. Lustfeldt; and,

D. That no claim by the Defendants arising out of the following:

i. A pleading or Order found in the Moultrie County Probate file pertaining to the administration of the Estate of Peter Lux in 1923; or,

ii. A pleading or Order found in the Moultrie County chancery file #36-63 pertaining to the construction, in 1936, of certain terms of the Last Will and Testament of Mary E. Lux, who died September 16, 1933; or,

iii. A DECLARATION OF TRUST executed by "Mary E. Lux" on the 26th day of February, 1924,

may be maintained as a challenge to the record ownership of the subject real estate by FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, as Co-Trustees of the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, as any and all such claims are barred by 735 ILCS 5/13-118, i.e. "40 year limitations on claims to real estate." 735 ILCS 5/13-118 provides;

> "No action based upon any claim arising more than 40 years before the commencement of the action may be maintained to recover any land or establish any interest in real estate against the holder of the record title if the holder and the holder's grantors, immediate and remote, are shown by the record to have held chain of title to the real estate for at least 40 years before the action is commenced." *Illinois State Bar Association, Guide to Illinois Statutes of Limitation*, 2011 Edition, by Adrienne W. Albrecht, Updated by Gordon L. Lustfeldt; and,

E. That no claim by the Defendants arising out of the following:

i. A pleading or Order found in the Moultrie County Probate file pertaining to the administration of the Estate of Peter Lux in 1923; or,

ii. A pleading or Order found in the Moultrie County chancery file #36-63 pertaining to the construction, in 1936, of certain terms of the Last Will and Testament of Mary E. Lux, who died September 16, 1933; or,

iii. A DECLARATION OF TRUST executed by "Mary E. Lux" on the 26th day of February, 1924,

may be maintained as a challenge to the record ownership of the subject real estate by FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, as Co-Trustees of the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, as any and all such claims are barred by 735 ILCS 5/13-109, i.e. "Payment of taxes with color of title." 735 ILCS 5/13-109 provides;

> "Every person in actual possession of land under good-faith claim and color of title who continues in possession and pays all taxes legally assessed on the lands for 7 years consecutively must be adjudged to be the legal owner to the extent of the paper title." *Illinois State Bar Association, Guide to Illinois Statutes of Limitation*, 2011 Edition, by Adrienne W. Albrecht, Updated by Gordon L. Lustfeldt;

FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, as Co-Trustees of the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, are entitled to be declared to be the legal owners of the subject premises to the extent and according to the DEED IN TRUST made by Amy Lou Willoughby on November 3, 1997, and recorded in the Office of the Moultrie County Clerk and Recorder on November 7, 1997, as Document #249284, Reference number 97D-633.

8. That there is no genuine issue as to the following material facts:

A. On Saturday, September 28, 2013, ROBERT KAUFFMAN, at the request of LYLE ROGER HARRISON and on behalf of the Defendants ROGER LYLE HARRISON, JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, PETER ANDREW HARRISON, individually and as the Co-Trustees of the Roger Lyle Harrison, Sr. Revocable Trust dated the 10th day of July, 2012, harvested corn off of the subject premises and delivered approximately three thousand two hundred (3,200) "net" bushels to the CARGILL, INC., Tuscola, Illinois facility, grain elevator.

B. On Saturday, September 28, 2013, ROBERT KAUFFMAN, at the request of LYLE ROGER HARRISON and on behalf of the Defendants ROGER LYLE HARRISON, JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, PETER ANDREW HARRISON, individually and as the Co-Trustees of the Roger Lyle Harrison, Sr. Revocable Trust dated the 10th day of July, 2012, harvested corn off of the subject premises and delivered approximately one thousand four hundred fifty-three (1,453) "net" bushels to the TOPFLIGHT GRAIN COOPERATIVE, INC. LaPlace, Illinois facility, grain elevator.

C. On Monday, September 30, 2013, ROBERT KAUFFMAN, at the request of LYLE ROGER HARRISON and on behalf of the Defendants ROGER LYLE HARRISON, JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, PETER ANDREW HARRISON, individually and as the Co-Trustees of the Roger Lyle Harrison, Sr. Revocable Trust dated the 10th day of July, 2012, harvested corn off of the subject premises and delivered approximately one thousand two

hundred (1,200) bushels to the OKAW FARMERS CO-OP, INC., Lovington, Illinois facility, grain elevator.

D. On Monday, September 30, 2013, Cargill, Inc. delivered a check to LYLE ROGER HARRISON as payment for two thousand four hundred (2,400) bushels of the corn delivered and sold to the CARGILL, INC., Tuscola, Illinois facility, grain elevator on Saturday, September 28, 2013. No payment has been issued for approximately nine hundred (900) bushels of the corn delivered and sold by ROBERT KAUFFMAN on Saturday, September 28, 2013 to CARGILL, INC.

E. No payment has been issued by TOPFLIGHT GRAIN COOPERATIVE, INC. for the corn delivered to the TOPFLIGHT GRAIN COOPERATIVE, INC., LaPlace, Illinois facility, grain elevator by ROBERT KAUFFMAN on Saturday, September 28, 2013.

F. No payment has been issued by OKAW FARMERS CO-OP, INC. for the corn delivered to OKAW FARMERS CO-OP, INC., Lovington, Illinois facility, grain elevator by ROBERT KAUFFMAN on Monday, September 30, 2013.

9. The following Affidavits, which are submitted in support of this MOTION, show there is no genuine issue of material facts and that the Plaintiffs are the owners in fee simple of the subject real estate; show that the Plaintiffs are now, and for more than seven (7) years last past have been, in actual possession of the subject real estate, have had color of title during all time that they have been in possession, and have caused the real estate taxes on the subject premises to be paid; show that the WARRANTY DEED IN TRUST made and recorded by the Defendants, individually and as Co-Trustees, appears to be a valid deed, but is actually an

invalid instrument and is a cloud upon the record title of the subject premises; and show that Plaintiffs are entitled to Judgment as a matter of law:

Exhibit 1 – Affidavit of Sandra L. Sanders: This Affidavit shows the chain of title of the subject real estate; shows FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, as Co-Trustees, are the record owners of the subject real estate; shows the WARRANTY DEED IN TRUST recorded by the Defendants, individually and as Co-Trustees, is outside the record chain of title; and shows that the WARRANTY DEED IN TRUST is a cloud on the record ownership of the subject real estate; and,

Exhibit 2 – Affidavit of Jerry L. Edwards: This Affidavit shows the chain of title of the subject real estate; shows FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, as Co-Trustees, are the record owners of the subject real estate; shows the WARRANTY DEED IN TRUST recorded by the Defendants, individually and as Co-Trustees, is outside the record chain of title; and shows that any claims plead by the said Defendants are barred by 735 ILCS 5/13-114 "75 year limitation," and are barred by 735 ILCS 5/13-118 "40 year limitations on claims to real estate," and shows that, pursuant to 735 ILCS 5/13-109, i.e. "Payment of taxes with color of title," FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, as Co-Trustees of the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, should be adjudged to be the legal owners of the subject real estate; and,

Exhibit 3 – Affidavit of Marci Thompson: This Affidavit supports Plaintiffs' assertion that Plaintiffs are entitled to a Judgment declaring them the legal owners of the subject real estate as Plaintiffs are persons who have been in possession of the subject

real estate for a period in excess of seven (7) years, under color of title, with payment of taxes, pursuant to 735 ILCS 5/13-109 "Payment of taxes with color of title"; and,

Exhibit 4 – Affidavit of Donald Cochran: This Affidavit supports Plaintiffs' assertion that Plaintiffs are entitled to a Judgment declaring them the legal owners of the subject real estate as Plaintiffs are persons who have been in possession of the subject real estate for a period in excess of seven (7) years, under color of title, with payment of taxes, pursuant to 735 ILCS 5/13-109 "Payment of taxes with color of title"; and,

Exhibit 5 – Affidavit of Floyd M. Willoughby: This Affidavit supports Plaintiffs' assertion that Plaintiffs are entitled to a Judgment declaring them the legal owners of the subject real estate as Plaintiffs are persons who have been in possession of the subject real estate for a period in excess of seven (7) years, under color of title, with payment of taxes, pursuant to 735 ILCS 5/13-109 "Payment of taxes with color of title" and, pursuant to 735 ILCS 5/13-118 "40 year limitations on claims to real estate"; and,

Exhibit 6 – Affidavit of Amy Lou Willoughby: This Affidavit supports Plaintiffs' assertion that Plaintiffs are entitled to a Judgment declaring them the legal owners of the subject real estate as Plaintiffs are persons who have been in possession of the subject real estate for a period in excess of seven (7) years, under color of title, with payment of taxes, pursuant to 735 ILCS 5/13-109 "Payment of taxes with color of title" and, pursuant to 735 ILCS 5/13-118 "40 year limitations on claims to real estate."

10. The following Exhibit, which is submitted in support of this Motion, shows that there is no genuine issue of material fact and that the Plaintiffs are the owners of the crops harvested from the subject real estate by ROBERT KAUFFMAN on Saturday, September 28, 2013 and Monday, September 30, 2013 and that Plaintiffs are entitled to all of the crops harvested from the

subject real estate, and the proceeds from the sale of the harvested crops which were harvested and delivered by ROBERT KAUFFMAN on Saturday, September 28, 2103 and Monday, September 30, 2013 to CARGILL, INC. and/or TOPFLIGHT GRAIN COOPERATIVE, INC. and/or OKAW FARMERS CO-OP, INC.

Exhibit 7 – Copy of Report of Proceedings, Preliminary Injunction, before the Honorable Dan L. Flannell on the 17th day of October, 2013, in this cause, 2013-L-7: The transcript of the proceedings held before the Honorable Dan L. Flannell on October 17, 2013 support Plaintiffs' assertion that they are entitled to all of the crops harvested from the subject real estate, and the proceeds from the sale of the harvested crops, which were harvested and delivered by ROBERT KAUFFMAN on Saturday, September 28, 2013 and Monday, September 30, 2013 to CARGILL, INC., TOPFLIGHT GRAIN COOPERATIVE, INC. and OKAW FARMERS CO-OP, INC.

WHEREFORE, Plaintiffs pray that this Court will enter Judgment in their favor on Count XII of the COMPLAINT, finding as follows:

1. Finding that the Court has jurisdiction of the parties and the subject matter;

2. Finding that all material allegations of Count XII of Plaintiffs' COMPLAINT have been proven and are true;

3. Finding that the Plaintiffs, FLOYD M. WILLOUGHY and AMY LOU WILLOUGHBY, Co-Trustees of the FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997, are the owners in fee simple of that certain real estate situated in Moultrie County, Illinois, and described in the COMPLAINT, to-wit:

The Southwest Quarter (SW.1/4) of the Northwest Quarter (NW.1/4) of Section Twenty (20), Township Fifteen (15) North, Range Five (5) East of the Third Principal Meridian, Moultrie County, Illinois; (Permanent Index Number: 02-02-20-000-101)

and,

The Northeast Quarter (NE.1/4) of the Northeast Quarter (NE.1/4) of Section Nineteen (19), Township Fifteen (15) North, Range Five (5) East of the Third Principal Meridian, Moultrie County, Illinois. (Permanent Index Number: 02-02-19-000-203)

and finding that Plaintiffs are in actual possession of said premises; and,

4. Finding that the Defendants, ROGER LYLE HARRISON, JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON and PETER ANDREW HARRISON, individually and as the Co-Trustees of the ROGER LYLE HARRISON SR. REVOCABLE TRUST DATED THE 10TH DAY OF JULY, 2012, unlawfully claim the title to, and the right of possession of, the subject premises by virtue of a certain WARRANTY DEED IN TRUST purportedly executed by them on September 7, 2013, and recorded in the Office of the Moultrie County Clerk and Recorder, Sullivan, Illinois, on September 9, 2013, as Document #298600, Reference number 13D-420; and,

5. Finding that the aforesaid purported WARRANTY DEED IN TRUST is apparently valid on its face, but is actually invalid for the reason that there are no facts or valid legal theories supporting any claim of ownership by the Defendants, individually or as Co-Trustees of the Roger Lyle Harrison, Sr. Revocable Trust Dated July 10, 2012, in the subject premises; and,

6. Finding that the aforesaid purported WARRANTY DEED IN TRUST constitutes a cloud upon the title of the Plaintiffs to the subject real estate, which diminishes the value and interferes with the sale of the subject premises; and,

7. Finding that the Plaintiffs are the owners of and entitled to all of the crops, and proceeds from the sale of the crops, grown on the subject premises during the ownership and

possession of the subject premises by the Plaintiffs; and, specifically finding that the Plaintiffs are the owners of and entitled to all of the crops harvested from the subject real estate, and the proceeds from the sale of the harvested crops, which were harvested on Saturday, September 28, 2013 and Monday, September 30, 2013 and delivered by ROBERT KAUFFMAN to CARGILL, INC., TOPFLIGHT GRAIN COOPERATIVE, INC. and OKAW FARMERS CO-OP, INC. (subject to the contractual rights of Donald Cochran, the farm tenant of the subject premises); and,

8. Finding that OKAW FARMERS CO-OP, INC., TOPFLIGHT GRAIN COOPERATIVE, INC. and CARGILL, INC. should deliver to "FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, as Co-Trustees under the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997," all of the crops, or the proceeds from the sale of the crops, harvested by ROBERT KAUFFMAN from the subject real estate and delivered by ROBERT KAUFFMAN to any of the aforesaid grain elevators on Saturday, September 28, 2013 and/or Monday, September 30, 2013.

9. Finding that ROGER LYLE HARRISON, JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON and PETER ANDREW HARRISON, individually or as Co-Trustees of the ROGER LYLE HARRISON SR. REVOCABLE TRUST DATED THE 10TH DAY OF JULY, 2012, are enjoined from filing in the Office of the Circuit Clerk of Moultrie County, Illinois, or recording in the Office of the Moultrie County Clerk and Recorder, any Deed or any other document or pleading claiming ownership by them, individually or in any other capacity, of any of the real estate that is the subject of this Quiet Title cause of action without prior presentation to and permission from this Court to do so.

10. Finding that the equities of this case are with the Plaintiffs, as such Co-Trustees of the FLOYD M. WILLOUGHBY AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997.

Respectfully submitted this 31st day of July, 2014.

FLOYD M. WILLOUGHBY and AMY LOU WILLOUGHBY, as Co-Trustees of the FLOYD M. AND AMY LOU WILLOUGHBY DECLARATION OF TRUST DATED SEPTEMBER 18, 1997,

By: David Y. Eberspacher
David Y. Eberspacher
One of Their Attorneys

MOULTRIE COUNTY
2010 REAL ESTATE TAX BILL

Marci D. Thompson, COUNTY COLLECTOR
10 South Main
Suite 10
Sullivan, IL 61951

2010 Appendix TTT - 558

PLEASE READ the instructions on the back of this bill regarding when to pay and where to pay your taxes. Additional information is provided for changing your mailing address and tax exemptions in which you might be entitled.

The County Collector only collects your taxes and is not responsible for the amount of your assessment or the amount of your tax bill. We will be happy to assist you or direct you to the proper authority regarding questions about your tax bill.

ASSESSED TO: HARRISON, H H & LYLE

BILL NUMBER: 1289

HARRISON, H H & LYLE
% ROGER L HARRISON
1007 ASHLAND AVE
EVANSTON, IL 60202-1138

PROPERTY DESCRIPTION	PERMANENT INDEX NUMBER
1017 CR 2250N SW1/4; AG-1 PRE-911 SITE ADDRESS: R 1	02-02-23-000-300
	ACRES: 160.000 / TAXABLE VALUE: 80,515
	CLASS CODE: 0012 / TAX CODE: 00202

LOCATION OF PROPERTY

Sect/Lot	Twp	Range	Acres
23	15	05	160.000

TOWNSHIP: LOVINGTON

RECEIPT PORTION-KEEP FOR YOUR RECORDS

2010 MOULTRIE COUNTY REAL ESTATE TAX

PAY TO: MOULTRIE COUNTY COLLECTOR

FORMULA FOR TAX CALCULATION - 2010		
Land Lot	+	3,370
Farm Land	+	48,281
Buildings	+	26,664
Farm Buildings	+	2,200
B. Of R. Equalized	=	80,515
State Eq. Factors *	x	1.00000
State Eq. Value	=	80,515
Home Improvement	-	0
Owner Occupied	-	0
Elderly	-	0
Veteran	-	0
Senior Freeze	-	0
Taxable Value	=	80,515
Tax Rate	x	9.19261
Real Estate Tax	=	$7,401.44
Drainage Tax	=	$168.68

* Not to be used for farm land and farm buildings

Township Multiplier: 1.00000

Taxing Body	Prior Rate	Prior Amount	Current Rate	Current Amount
MOULTRIE COUNTY	0.88786	691.25	0.89809	723.11
- SOCIAL SECURITY	0.28151	219.16	0.26049	209.74
LOVINGTON TWP	1.22376	952.76	1.18156	951.33
- I.M.R.F. TWP	0.06267	48.79	0.06971	56.13
LOVINGTON FIRE	0.36019	280.43	0.36328	292.49
LAKELAND 517	0.49820	387.87	0.50593	407.35
LOVINGTON PUBLIC LIB.	0.21976	171.09	0.22737	183.06
- SOCIAL SECURITY	0.02294	17.86	0.01686	13.58
LOVINGTON UNIT 303	5.27336	4,105.58	5.21785	4,201.15
- SOCIAL SECURITY	0.40983	319.07	0.45147	363.50
LOV SECTIONS	0.00000	44.18	0.00000	44.18
#3 LOVINGTON	0.00000	124.50	0.00000	124.50
Total	9.24008	7,362.54	9.19261	7,570.12

INTEREST 1 1/2% PER MONTH	TOTAL TAX DUE
	$7,570.12
1977 EQUALIZED VALUE	**FAIR MARKET VALUE**
11,779	0

FIRST INSTALLMENT DUE DATE: 6/20/2011 AMOUNT: $3,785.06

SECOND INSTALLMENT DUE DATE: 9/6/2011 AMOUNT: $3,785.06

USDA

United States Department of Agriculture

ANNUAL REMINDER LETTER

Farm and Foreign Agricultural Services

Farm Service Agency

Financial Services Center
P.O. Box 419205
Kansas City, Missouri
64141-6205

Voice:800-247-6850

04/03/2018

HARRISON FMS PTRP
1007 ASHLAND AVE
EVANSTON, IL 602021138

Dear HARRISON FMS PTRP:

We have not received payment in full for the debt(s) displayed on the attached Statement of Outstanding Debt. The principal plus interest due for the delinquent debt(s) referenced in this letter as of today's date is $409.71.

As stated in our previous letter to you, if payment in full or arrangements to pay the debt(s) in full are not made, your name, address, taxpayer identification number, amount, status, history of the debt(s), and program under which the debt(s) arose will be disclosed to credit reporting agencies. Also, the debt(s) have been referred to the Department of Treasury for offset and a fee will be assessed for each offset taken.

Please make your check payable to "Farm Service Agency" and mail it to the above address. If you have any questions regarding this matter, please do not hesitate to contact us at 1-800-247-6850.

Sincerely,

Larry W. Durant
Chief, Receivable Management Office

Enclosure

12207900

USDA is an equal opportunity provider, employer, and lender.

THUNDERBIRD LIFETIME EMAIL

Lyle Harrison <lharrison@global.t-bird.edu>

Signing up.

12 messages

Tim Schable <schable@consolidated.net> Wed, Apr 25, 2018 at 8:59 AM
To: Lyle Harrison <lharrison@global.t-bird.edu>

Lyle, I'm sitting in the fsa office and trying to sign up. I am needing documentation from the court or lawyer stating that you have legal authority to sign For the 320 acres 290 tillable acres. They are still showing that the bank has the rights. Could you email either me or to Sara Phipps direct at the Douglas county Office. Sara.phipps@il.usda.gov. If any questions please feel free to contact me. Thanks again

Tim Schable

Lyle Harrison <lharrison@global.t-bird.edu> Thu, Apr 26, 2018 at 8:16 AM
To: Tim Schable <schable@consolidated.net>
Cc: Roger Harrison <rlhpastor@gmail.com>
Bcc: Lux Harrison <luxandrebecca@sbcglobal.net>, Andrew Harrison <andrw1077@sbcglobal.net>, Pete Harrison <pbialum05@yahoo.com>

Tim,

I will gather the information you can take to the FSA and will email to you when I get a chance. In order for me to gather the info for you, I need you to get me some info.

1. Which Bank(The Name) has rights to farm our trust property?

2. That said, please gather all the documents that the FSA is now saying the bank(Which bank). It is very important that you get in writing ALL documents that the FSA is saying the Bank has authority to farm our Trust property. As soon as you get all those documents, I can file them with the Supreme Court.

3. I also need the names of ALL the people you are dealing with at the FSA office so I may add them to the lawsuit.

Kind Regards,

Lyle R Harrison

Appendix WWW - 561

This form is available electronically.

CRP-1 (03-26-04)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

1. ST. & CO. CODE & ADMIN. LOCATION	2. SIGN-UP NUMBER
17-139-8	36
3. CONTRACT NUMBER	**4. ACRES FOR ENROLLMENT**
678A	2.2

7. COUNTY OFFICE ADDRESS (*Include Zip Code*):

Moultrie County Farm Service Agency
1412 South Hamilton Street
Sullivan, IL 61951

TELEPHONE NUMBER (*Include Area Code*): (217) 728-8813

5. FARM NUMBER	6. TRACT NUMBER(S)
3164	3273

8. OFFER (*Select one*)		9. CONTRACT PERIOD FROM: (*MM-DD-YYYY*)	TO: (*MM-DD-YYYY*)
GENERAL	☐		
ENVIRONMENTAL PRIORITY	✓	10-01-2008	09-30-2018

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "the Participant".) The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. ***The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.***

10A. Rental Rate Per Acre	$	194.00
B. Annual Contract Payment	$	427.00
C. First Year Payment	$	427.00

(Item 10C applicable only to continuous signup when the first year payment is prorated.)

11. Identification of CRP Land *(See Page 2 for additional space)*

A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
3273	15	CP-8A	2.22	4,788

12. PARTICIPANTS

A(1). PARTICIPANT'S NAME AND ADDRESS (*Zip Code*):
Roger Lyle Harrison Sr. Revocable Trust
1007 Ashland Avenue
Evanston, IL 60202

(2) SHARE: 0 %
(3) SOCIAL SECURITY NUMBER:
(4) SIGNATURE | DATE (*MM-DD-YYYY*)
(If more than three individuals are signing, continue on attachment.)

B(1). PARTICIPANT'S NAME AND ADDRESS (*Zip Code*):
Robert Kauffman
645 N. CR 475 E
Tuscola, IL 61953

(2) SHARE: 100 %
(3) SOCIAL SECURITY NUMBER:
(4) SIGNATURE | DATE (*MM-DD-YYYY*)
(If more than three individuals are signing, continue on attachment.)

C(1). PARTICIPANT'S NAME AND ADDRESS (*Zip Code*):

(2) SHARE: %
(3) SOCIAL SECURITY NUMBER:
(4) SIGNATURE | DATE (*MM-DD-YYYY*)
(If more than three individuals are signing, continue on attachment.)

(If more than three individuals are signing, continue on attachment.)

13. **CCC USE ONLY** - *Payments according to the shares are approved.*

A. SIGNATURE OF CCC REPRESENTATIVE | B. DATE (*MM-DD-YYYY*)

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.* ***RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

☐ Original - County Office Copy ☐ Owner's Copy ☐ Operator's Copy

Succession in Interest

U.S. DEPARTMENT OF AGRICULTURE — **CONSERVATION PLAN OR SCHEDULE OF OPERATIONS** — NRCS-CPA-1155
NATURAL RESOURCES CONSERVATION SERVICE

PARTICIPANT	COUNTY AND STATE	PROGRAM AND CONTRACT NUMBER	FUND CODE
Robert Kauffman	Moultrie S. ILLINOIS	678A	

LAND UNITS OR LEGAL DESCRIPTION	WATERSHED	ACRES	EXPIRATION DATE
Tract: Fields:		2.2	9/30/2018

Total Cost-Share or Payment by Year											Contract Payment
Year											
Amount($)											0

NOTES: A. All items numbers on form NRCS-CPA-1155 must be carried out as part of this contract to prevent violation.
B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no cost to the government.
C. All cost share rates are based on average cost (AC) with the following exceptions:
AA = Actual costs not to exceed average cost. FR = Flat rate. PR = Payment rate. NC = Non cost-shared. AM = Actual cost not to exceed the specified maximum.

D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1155 and agrees to comply with the terms and conditions here of.

Certification of Participants

Signature	Date	Signature	Date	Signature	Date
Robert Kauffman		Roger Lyle Harrison Sr. Revocable Trust			
Signature	Date	Signature	Date	Signature	Date

Signatures of Reviewing Officials

NRCS Approving Official	Approved by Conservation District Representative
Signature: Andy Brantner	Signature
Date	Date

FSA Approving Official	
Signature	
Date	

PUBLIC BURDEN STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0578-0013. The time required to complete this information collection is estimated to average 45/0.75 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information.

PRIVACY ACT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

USDA NON-DISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, family status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer."

This form is available electronically.

CRP-1 (03-26-04) U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewingthe collection of information.

1. ST. & CO. CODE & ADMIN. LOCATION	2. SIGN-UP NUMBER
17-139-8	36
3. CONTRACT NUMBER	**4. ACRES FOR ENROLLMENT**
679A	5.6

7. COUNTY OFFICE ADDRESS (*Include Zip Code*):
Moultrie County Farm Service Agency
1412 South Hamilton Street
Sullivan, IL 61951

TELEPHONE NUMBER (*Include Area Code*): (217) 728-8813

5. FARM NUMBER	6. TRACT NUMBER(S)
3164	3273

8. OFFER (*Select one*)

GENERAL	☐
ENVIRONMENTAL PRIORITY	✓

9. CONTRACT PERIOD

FROM: (MM-DD-YYYY)	TO: (MM-DD-YYYY)
10-01-2008	09-30-2018

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "the Participant".) The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre	$	179.60
B. Annual Contract Payment	$	1,006.00
C. First Year Payment	$	1,006.00

(Item 10C applicable only to continuous signup when the first year payment is prorated.)

11. Identification of CRP Land *(See Page 2 for additional space)*

A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
3273	8	CP-21	1.15	97
3273	9	CP-21	1.71	97
3273	13	CP-21	1.20	97

12. PARTICIPANTS

A(1). PARTICIPANT'S NAME AND ADDRESS (*Zip Code*):
Roger Lyle Harrison Sr. Revocable Trust
1007 Ashland Avenue
Evanston, IL 60202

(2) SHARE: 0 %

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE | DATE (*MM-DD-YYYY*)

(If more than three individuals are signing, continue on attachment.)

B(1). PARTICIPANT'S NAME AND ADDRESS (*Zip Code*):
Robert Kauffman
645 N. CR 475 E
Tuscola, IL 61953

(2) SHARE: 100 %

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE | DATE (*MM-DD-YYYY*)

(If more than three individuals are signing, continue on attachment.)

C(1). PARTICIPANT'S NAME AND ADDRESS (*Zip Code*):

(2) SHARE: %

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE | DATE (*MM-DD-YYYY*)

(If more than three individuals are signing, continue on attachment.)

(If more than three individuals are signing, continue on attachment.)

13. **CCC USE ONLY** - *Payments according to the shares are approved.*

A. SIGNATURE OF CCC REPRESENTATIVE | B. DATE (*MM-DD-YYYY*)

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.*

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

☐ Original - County Office Copy ☐ Owner's Copy ☐ Operator's Copy

Succession in Interest

U.S. DEPARTMENT OF AGRICULTURE — CONSERVATION PLAN OR SCHEDULE OF OPERATIONS — NRCS-CPA-1155

NATURAL RESOURCES CONSERVATION SERVICE

PARTICIPANT	COUNTY AND STATE	PROGRAM AND CONTRACT NUMBER	FUND CODE
Robert Kauffman	Moultrie S. ILLINOIS	679A	

LAND UNITS OR LEGAL DESCRIPTION	WATERSHED	ACRES	EXPIRATION DATE
Tract: Fields:		5.6	9/30/2018

Total Cost-Share or Payment by Year											Contract Payment
Year											
Amount($)											0

NOTES: A. All items numbers on form NRCS-CPA-1155 must be carried out as part of this contract to prevent violation.
B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no cost to the government.
C. All cost share rates are based on average cost (AC) with the following exceptions:
AA = Actual costs not to exceed average cost. FR = Flat rate. PR = Payment rate. NC = Non cost-shared. AM = Actual cost not to exceed the specified maximum.

D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1155 and agrees to comply with the terms and conditions here of.

Certification of Participants

Signature	Date	Signature	Date	Signature	Date
Robert Kauffman		Roger Lyle Harrison Sr. Revocable Tr.			
Signature	Date	Signature	Date	Signature	Date

Signatures of Reviewing Officials

NRCS Approving Official	Approved by Conservation District Representative
Signature: Andy Brantner	Signature
Date	Date

FSA Approving Official	
Signature	
Date	

PUBLIC BURDEN STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0578-0013. The time required to complete this information collection is estimated to average 45/0.75 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information.

PRIVACY ACT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

USDA NON-DISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, family status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer."

USDA United States Department of Agriculture

Farm Production and Conservation

Farm Service Agency

Moultrie County FSA
1412 S Hamilton St
Sullivan, IL 61951
217-728-8813

July 11, 2018

Estate of Roger L Harrison Sr
1223 Allen St
Manitowoc, WI 54220

Dear Executor:

This office has recently updated farm 5792 to show Roger L Harrison Sr Revocable Trust, Estate of Roger L Harrison Sr, Clara Harrison Karbine, Janet Harrison Crome, Roger Lyle Harrison Jr, Johanna Harrison Fickett, Lyle Roger Harrison, Lux Harry Harrison, Andrew Lux Harrison, Beth Johanna Harrison, and Peter Andrew Harrison as a new farm owners and Tim Schable as the operator on the farm.

Enclosed with this letter is an FSA-156 indicating the owner change.

This office will be providing a copy of this notification of change of farm record to the prior and current farm owners. All producers who choose to participate in Farm Service Agency programs are responsible for updating their operating plan and all other applicable forms with FSA to reflect this change.

If you have any questions regarding this letter or if you believe this notification is incorrect, please do not hesitate to contact this office.

Sincerely,

Kelly A Kabat
County Executive Director

ILLINOIS
MOULTRIE
Form: FSA-156EZ
See Page 2 for non-discriminatory Statements.

USDA United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 5792
Prepared : Jul 11, 2018
Crop Year : 2018

Operator Name : TIM B SCHABLE
Farms Associated with Operator : 17-147-3810, 17-139-5792, 17-041-5869, 17-041-6295, 17-041-7055
CRP Contract Number(s) : 679
Recon ID : 17-139-2018-122

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
319.73	285.69	285.69	0.00	0.00	3.25	0.00	0.00	Active	2
State Conservation	**Other Conservation**	**Effective DCP Cropland**	**Double Cropped**		**MPL**	**Acre Election**	**EWP**	**DCP Ag.Rel. Activity**	**Broken From Native Sod**
0.00	0.00	282.44	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	CORN, SOYBN	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield	HIP
Corn	141.46	0.00	0	162	
Soybeans	138.33	0.00	0	47	
TOTAL	**279.79**	**0.00**			

NOTES

Tract Number : 1956

Description : North Lovington Twp, Section 16
FSA Physical Location : ILLINOIS/MOULTRIE
ANSI Physical Location : ILLINOIS/MOULTRIE
BIA Unit Range Number :
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : ROGER LYLE HARRISON SR. REVOCABLE TRUST
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
40.19	13.51	13.51	0.00	0.00	0.00	0.00	0.00
State Conservation	**Other Conservation**	**Effective DCP Cropland**	**Double Cropped**	**MPL**	**EWP**	**DCP Ag. Rel Activity**	**Broken From Native Sod**
0.00	0.00	13.51	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Corn	6.76	0.00	0	162
Soybeans	6.61	0.00	0	47

Dear Kelly A. Kabat, Moultrie County FSA Executive Director, July 31, 2018

This notice is in response to your July 11, 2018 "notification of change of farm record" (FSA-156) mailed to me via USPS. I responded to you via email on July 19, 2018 and I have yet to receive ANY type of response whether to clear up exposed errors or to provide me with ACTUAL PAPER DOCUMENTATION. Your notification concluded with an invitation to contact your office if your notification is incorrect. This is a formal notification from myself as a Trustee of the Roger L. Harrison Sr. Revocable Trust to inform you that your updated FSA-156 is INCORRECT.

1. Your office mailed notices to my address and INCORRECTLY identified me as both an "Executor" and "Owner". I am neither. Peter Lux Jr. passed all of the farmland you have identified and more totaling +1400 acres to the nine Harrison children through his Will by Springing Executory Interest. His Heirs at Law signed a Declaration of Trust in 1924 and signed Moultrie case 36-CH-63 Agreed Order with Moultrie Judge Laughlin leaving all farmland in Trust for the Harrison children. Roger Sr. was appointed, inter-vivos, SOLE successor Trustee by Lyle Lux Harrison which was affirmed by Moultrie Judge Kranz in Moultrie case 81-P-14. On July 10, 2012, Roger Sr. appointed, inter-vivos, his 5 sons as successor Trustees who agreed with their sisters and mother to keep all farmland in Trust. Roger Sr.'s probate, Moultrie case 13-P-26, closed Dec. 18, 2018 with nothing in it. All heirs signed and filed affidavits with the Probate of Roger Sr. March 2014. I refused to contest the Estate plan of my father, Roger L. Harrison Sr., or take any farmland out of Trust in spite of Judge Dan L. Flannell's order of incarceration against me.

2. The Trustees will file annually with the IRS only as a Trust and continue to report any FSA funds taken from the Peter Lux Jr./Roger L. Harrison Sr. Trust as theft and Federal Tax evasion. Roger Sr. filed 3 Moultrie deeds in 2012; #295703, #295786, #295849. The 5 successor Trustees (myself included) filed 5 Moultrie deeds for +960 acres Sept. 9, 2013; #298597, #298598, #298599, #2985600, and Piatt deed #351850.

3. The FSA office has the authority to withhold federal funds at their discretion however they have no authority whatsoever to declare how beneficiaries of an Estate in Trust receive their interest via probate or to distribute federal funds to non-owners such as the "Harrison Farms Partnership" or to properties titled in the names of dead Trustees such as Harry Howard and Lyle Lux Harrison. Your office has distributed funds to BOTH of these entities INCORRECTLY for +30 years.

Sincerely,

Roger L. Harrison Jr.

Trustee Roger L. Harrison Jr.

cc: Trustees and beneficiaries of the Roger L. Harrison Sr. Trust, farmer Tim Schable.
*Paper copies and email sent to Moultrie FSA Office with Peter Lux Jr. Inher. Tax Return, 1924 Decl. of Trust, 36-CH-63 Order, 2012 Tax bills, FSA CRP 2018 Contract, 2015 IRS Tax Lien, Lyle L. Harrison Inher. Tax Return, 81-P-14 with Deed in Trust, Roger L. Harrison Sr. Trust w/3 Deeds in Trust, 5 Trustees Deeds dated 9/9/2013.

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
MOULTRIE COUNTY, ILLINOIS - IN PROBATE

In the Matter of the Estate of	)	
	)	
ROGER L. HARRISON, SR.,	)	No. 2013-P-26
	)	
Deceased.	)	

FILED
SIXTH JUDICIAL CIRCUIT
OCT 06 2015
CIRCUIT COURT
MOULTRIE COUNTY, ILLINOIS

ORDER VACATING DISMISSAL AND REINSTATING CASE

THIS CAUSE coming to be heard on the Motion to Reinstate Case filed August 11, 2015 by Claimant CHARLOTTE HARRISON HUGGINS, CYNTHIA H. PETERS, and SHIRLEY H. COOPER f/k/a SHIRLEY A. HUGGINS. The Court, having reviewed the motion, having heard the arguments of counsel, and being fully advised in the premises, FINDS AS FOLLOWS:

1. Claimants timely filed their Motion to Reinstate Case on August 11, 2015, just eight (8) days after the court dismissed the instant case by docket entry on August 3, 2015.

2. There is good cause for the case to be reinstated.

THEREFORE, IT IS HEREBY ORDERED THAT the order of dismissal for want of prosecution is vacated and the case is hereby reinstated.

ENTERED: October 6, 2015.

JUDGE

State of Illinois
In the Circuit Court of Judicial Circuit #6
Moultrie County

Estate of Decedents
IN THE MATTER OF THE ESTATE OF P 001 }
} Case number: 2013-P -000026
HARRISON, ROGER L SR E 001 }

Notice to:

HARRISON, ROGER L JR 1223 ALLEN ST		MANITOWOC, WI 54220-0000
RUNYON, CRAIG W 225 N WATER ST SUITE 301	(delivery via email)	DECATUR, IL 62523-0000

Take notice that the following entry was made on Monday, August 03, 2015

Due to lack of action of record in this cause for a period of twelve months, this cause is hereby dismissed pursuant to Section 3.4(a) of the Rules of Practice of the Sixth Judicial Circuit. Clerk to give notice to attorneys of record and all pro se parties, if any, within fourteen days and make proof.

DLF

Cynthia J. Braden
Circuit Clerk, Cynthia J Braden

This notice mailed on Monday, August 03, 2015.

NaKayla Swisher
Deputy

HARRISON, ROGER L JR
1223 ALLEN ST
MANITOWOC, WI 54220-0000

NBS

State of Illinois
In the Circuit Court of Judicial Circuit #6
Moultrie County

Estate of Decedents
IN THE MATTER OF THE ESTATE OF P 001 }
} Case number: 2013-P -000026
HARRISON, ROGER L SR E 001 }

Notice to:

HARRISON, ROGER L JR		
1223 ALLEN ST		MANITOWOC, WI 54220-0000
RUNYON, CRAIG W	(delivery via email)	
225 N WATER ST SUITE 301		DECATUR, IL 62523-0000

Take notice that the following entry was made on Tuesday, October 11, 2016

Due to lack of action of record in this cause for a period of twelve months, this cause is hereby dismissed pursuant to Section 3.4(a) of the Rules of Practice of the Sixth Judicial Circuit. Clerk to give notice to attorneys of record and all pro se parties, if any, within fourteen days and make proof. DLF

/s/Cynthia J Braden, Circuit Clerk (CPS)

Circuit Clerk, Cynthia J Braden

Deputy

This notice mailed on Tuesday, October 11, 2016.

CPS

HARRISON, ROGER L JR
1223 ALLEN ST
MANITOWOC, WI 54220-0000

State of Illinois
In the Circuit Court of Judicial Circuit #6
Moultrie County

501
IN THE MATTER OF THE ESTATE OF P 000 }
} Case number: 2013-P -000026
HARRISON, ROGER L SR E 001 }

Notice to:

HARRISON, ROGER L JR		
1223 ALLEN ST		MANITOWOC, WI 54220-0000
RUNYON, CRAIG W	(delivery via email)	
225 N WATER ST SUITE 301		DECATUR, IL 62523-0000

Take notice that the following entry was made on Monday, December 18, 2017

Due to lack of action of record in this cause for a period of twelve months, this cause is hereby dismissed pursuant to Section 3.4(a) of the Rules of Practice of the Sixth Judicial Circuit. Clerk to give notice to attorneys of record and all pro se parties, if any, within fourteen days and make proof. RLB

/s/Cynthia J Braden, Circuit Clerk (KAW)

Circuit Clerk, Cynthia J Braden

This notice mailed on Monday, December 18, 2017.

Kim Wooten

Deputy

HARRISON, ROGER L JR
1223 ALLEN ST
MANITOWOC, WI 54220-0000

KAW

Appendix A* - 572

State of Illinois
In the Circuit Court of Judicial Circuit #6
Moultrie County

107

HUGGINS, CHARLOTTE HARRISON ET AL P 001 }
VS. } Case number: 2011-CH-000027
HARRISON, ROGER LYLE SR ET AL D 001 }

Notice to:

HARRSON, ROGER LYLE JR 1223 ALLEN ST		MANITOWOC, WI 54220-0000
HARRISON, LYLE ROGER 1223 ALLEN STREET		MANITOWOC, WI 54220-0000
RUNYON, CRAIG W 225 N WATER ST SUITE 301	(delivery via email)	DECATUR, IL 62523-0000
SMALLHORN, JACOB N PO BOX 627		MATTOON, IL 61938-0000

Take notice that the following entry was made on Tuesday, March 20, 2018

RLB

Cause comes before the Court on Defendants', Roger L. Harrison's and Lyle R. Harrison's Notice of Appeal seeking a reversal of the Orders of the Moultrie County Circuit Court entered by Judges Richard L. Broch and Dan L. Flannell from the dates of September 17, 2012 through February 20, 2018. Finding by the court, that with the exception of this Court's Order of February 20, 2018, Defendants failed to appear for all hearings set between the above dates after receiving proper notice of hearing, and failed to timely file any motions to re-open or reconsider the Court's rulings within 30 days of the entry thereof, without just cause. Based thereon, on Court's own motion, Defendant's "Notice of Appeal" as to Court's Orders entered in this cause from September 17, 2012 through June 26, 2017, is dismissed and stricken.

As to the Order of this Court entitled "Order Approving Accounting and Discharge of Farm Manager" entered February 20, 2018 , Defendants' Notice of Appeal seeking reversal of that Order filed on March 16, 2018, was timely filed, however the Court finds that said "Notice of Appeal" was not preceded by any Motions for the Court to re-open the case or reconsider its ruling, nor does the "Notice" describe any issue of law which is contested in the Court's ruling. Based thereon, Defendants' "Notice of Appeal" filed on March 16, 2018, as to the Court's Order entered on February 20, 2018 is dismissed and stricken. Clerk to forward a copy of this docket entry of all interested parties and counsel.

/s/Cynthia J Braden, Circuit Clerk (CJB)

Circuit Clerk, Cynthia J Braden

This notice mailed on Tuesday, March 20, 2018.

Deputy

CJB

HARRISON, LYLE ROGER
1223 ALLEN STREET
MANITOWOC, WI 54220-0000

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

LYLE ROGER HARRISON,

Plaintiff,

Vs.

1:16-cv-04831
Judge Samuel Der-Yeghiayan
Magistrate Judge Maria Valdez

MOULTRIE COUNTY ILLINOIS;
TWILA JEANNINE GARRETT, Individually and in her Official Capacity as PUBLIC DEFENDER of Moultrie County, Illinois;
And JOHN OR JANE DOES 1-30.

Defendant(s).

JURY TRIAL DEMANDED

RECEIVED
APR 29 2016
THOMAS G BRUTON
CLERK, U S DISTRICT COURT

COMPLAINT

(PLANTIFF DEMANDS A JURY TRIAL)

COMES NOW the Plaintiff, LYLE ROGER HARRISON, as individual, and would file this complaint, his complaint against the Defendants named herein, and in support thereof presents the following to wit:

INTRODUCTION

1. This is a civil rights action brought by Plaintiff, Lyle Roger Harrison, to seek relief for the Defendants' violation of his rights secured by the Civil Rights Act and 1871, 42 U.S.C. §1983 and the rights secured by the First, Fourth, Fifth, Sixth and Fourteenth Amendments to the United States Constitution and the rights secured under the Constitution of the State of Illinois, Article 1, Sections 1,2,6,7,8, & 14 and the common

NOTICE
This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

2017 IL App (4th) 170100-U

NO. 4-17-0100

FILED
November 15, 2017
Carla Bender
4th District Appellate
Court, IL

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff-Appellee, v. LYLE ROGER HARRISON, Defendant-Appellant.	))))))))	Appeal from Circuit Court of Moultrie County No. 13CF47 Honorable Richard L. Broch, Jr., Judge Presiding.

JUSTICE APPLETON delivered the judgment of the court.
Justices Harris and Knecht concurred in the judgment.

ORDER

¶ 1 *Held*: (1) Defendant fails to establish, by reasoned arguments and citations to authorities and the record, that he was denied his statutory right to a speedy trial or that the judges presiding over his case were biased against him.

(2) It was reversible error to deny defendant his constitutional right to represent himself in the jury trial.

(3) Because the record contains sufficient evidence to support the convictions, the doctrine of double jeopardy will not bar a retrial.

¶ 2 A jury found defendant, Lyle Roger Harrison, guilty of two counts of theft (720 ILCS 5/16-1(a)(1) (West 2012). One theft was of property exceeding $500 but not exceeding $10,000 in value (720 ILCS 5/16-1(b)(4) (West 2012)). The other theft was of property exceeding $10,000 but not exceeding $100,000 in value (720 ILCS 5/16-1(b)(5) (West 2012)). The trial court sentenced him to probation for 36 months.

¶ 3 Defendant appeals, and he makes six arguments in his appeal. First, his statutory right to a speedy trial was violated. See 725 ILCS 5/103-5(b) (West 2014). Second, the judges presiding over his case were biased. Third, his appointed trial counsel rendered ineffective assistance. Fourth, the trial court failed to perform an adequate inquiry into his *pro se* posttrial allegations of ineffective assistance. See *People v. Krankel*, 102 Ill. 2d 181 (1984). Fifth, the trial court denied him his constitutional right to represent himself. Sixth, the evidence is insufficient to support his convictions.

¶ 4 Defendant fails to establish, by reasoned arguments and citations to authorities and the record, that he was denied his statutory right to a speedy trial or that the judges presiding over his case were biased. We find, however, that, immediately before *voir dire*, defendant made a clear and unequivocal request to proceed *pro se* and that the trial court unjustifiably refused the request. The denial of defendant's right to represent himself is reversible error. Because the trial evidence, however, is constitutionally sufficient to support the convictions, the doctrine of double jeopardy will not bar a retrial. Therefore, we reverse the judgment, and we remand this case for a new trial.

¶ 5 I. BACKGROUND

¶ 6 A. The Request To Proceed *Pro Se*

¶ 7 On August 1, 2016, before *voir dire*, the trial court held a motion hearing. During that hearing, defendant called the court's attention to a *pro se* motion he filed on April 29, 2016, in which he requested to terminate the appointment of his trial counsel, T. Jeannine Garrett. He told the court: "I want to continue to the trial pro se. I believe that's my constitutional right." The court asked the prosecutor if he had any objection to the court's hearing the motion. The prosecutor responded: "Judge, I think he has the right to represent himself pro se regardless of

whether he fires Ms. Garrett. In other words, if he comes before you and is properly admonished as to his right to proceed pro se, I think we would have to hear that ***." The court then stated: "Show then cause called for hearing on Defendant's pro se motion to relieve Ms. Garrett of her obligations as appointed counsel and for him to proceed to trial in a pro se fashion."

¶ 8 When the trial court invited defendant to make an argument in support of his motion, the prosecutor stated: "I disagree with arguing the motion. I think he has a decision to make."

¶ 9 Garrett then remarked that it actually was unclear, from the motion of April 29, 2016, that defendant wanted to proceed *pro se*; a request to *fire* her was not necessarily a request to *proceed pro se*. Defendant responded: "I didn't put in there 'pro se,' but I'd like to make an oral amendment to add to the relief section of the conclusion that that's exactly what I want is pro se at this point." The trial court ruled that the motion was amended so as to "include his desire to proceed pro se in this action and represent himself without counsel."

¶ 10 There then followed a rather lengthy discussion between the trial court and defendant as to exactly why he was dissatisfied with Garrett. The prosecutor interjected that, in any event, it was clear that defendant wished to proceed *pro se*. Expressing his hope to try the case only once, the prosecutor urged the court to give defendant the required admonitions. He was concerned that admonitions the court gave defendant a year ago would not suffice. The court responded: "For the record, the Court has already ruled and indicated that it was not going to grant [defendant's] motion to discharge Ms. Garrett and allow him to proceed in the pro se fashion. So, that being the order of the Court, I feel there is no need at this time to re-advise [defendant] as to the nature of the charges and the consequences of him representing himself."

¶ 11 The prosecutor posed the question:

"MR. ZALAR: Is it clear he wants to proceed pro se?

THE COURT: I believe it's very clear he wishes to proceed pro se.

MR. ZALAR: He's indicating 'yes,' for the record, by shaking [*sic*] his head.

THE DEFENDANT: Yes.

* * *

THE COURT: *** We'll show for the record [defendant] has indicated several times this date that he wishes to represent himself. I'm not going to do that in this case. It's within the discretion of the Court, and given the history of this case and these types of things happening, jury setting after jury setting after jury setting, the Court also considers the expense to the County of Moultrie each time this matter is continued. The Court would indicate for the record that [defendant] has been given fair representation by counsel as this matter has proceeded through the months, and the Court has taken his arguments into consideration every step of the way. At this time, the Court is going to deny that motion."

¶ 12 B. The Jury Trial

¶ 13 In the jury trial, which was held in August 2016, the State's evidence tended to show the following.

¶ 14 Peter Lux, Jr., and his wife, Mary E. Lux, owned farmland in Piatt and Moultrie Counties. (Sometimes, in the record, Peter Lux, Jr., is referred to as simply "Peter Lux." There appears to be no dispute that, in either case, it is the same person.) On August 13, 1920, they signed a deed, which was notarized and recorded in Moultrie County. In the deed, they reserved a life estate in these lands, and they conveyed a life estate to their granddaughter, Faye Kinzel

Lux, with the remainder to her children or the descendants of her children. If Faye Kinzel Lux died without leaving any surviving child or descendants of her child, the remainder was to pass to Harry Howard Harrison or Lyle Lux Harrison, who were the other grandchildren of Peter Lux, Jr., and Mary E. Lux.

¶ 15 Specifically, the deed, People's exhibit No. 25, provided as follows:

> "The grantors, Peter Lux and Mary E. Lux, husband and wife, Village of Lovington, County of Moultrie and State of Illinois, first reserving and excepting to each of them a life estate in the real estate hereinafter described, and for and in consideration of the sum of One Dollar ($1.00) in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of love and affection, convey and warrant to their granddaughter, Faye Kinzel Lux, subject to said life estates reserved, to have and to hold only for and during the term of her natural life, and at her death to the children born or her body, or their descendants, per stirpes, and in case the said Faye Kinzel Lux should die without leaving surviving her child or children, born of her body, or descendants of such, that the said real estate hereinafter described shall then become the absolute property, in fee simple, of Harry Howard Harrison and Lyle Lux Harrison, share and share alike, provided, however, that in case either the said Harry Howard Harrison or Lyle Lux Harrison die prior to the time of the death of Faye Kinzel Lux, and the said Faye Kinzel Lux dies without leaving her surviving child or children born of her body, or descendants of such, and the said Harry Howard Harrison or Lyle Lux Harrison, who first departs this life leaving no bodily heirs him surviving, that then and in that case, the survivor of the said Harry Howard Harrison or Lyle Lux

Harrison, or his descendants, in case of his death, shall be entitled to the remainder in fee simple, per stirpes."

¶ 16 One of the parcels of "real estate hereinafter described" was "the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 19 (19), Township Fifteen (15) North, Range Five (5) East of the Third Principal Meridian, situated in the County of Moultrie." For short, we will call this parcel "section 19." It consisted of about 40 acres.

¶ 17 On the same day they conveyed these various interests in section 19 to Faye Kinzel Lux and any children born to her, Peter Lux, Jr., and Mary E. Lux conveyed other parcels of farmland to their daughter, Susan Myrtle Harrison, and her children, Lyle Lux Harrison and Harry Howard Harrison.

¶ 18 All these *inter vivos* transfers occurred, as we said, on August 13, 1920. In addition, on that same day, Peter Lux, Jr., executed a will, in which he bequeathed $3,000 to Harry Howard Harrison and gave the residue of his estate to Mary E. Lux. The will is People's exhibit No. 22.

¶ 19 Peter Lux died in 1922.

¶ 20 On May 18, 1932, Mary E. Lux conveyed and quitclaimed to Faye Kinzel Lux her life estate in section 19. The deed is People's exhibit No. 17.

¶ 21 Mary E. Lux died in 1933.

¶ 22 Faye Kinzel Lux married Francis W. Purvis, and in 1937 a child was born to them, Amy Lou Purvis.

¶ 23 At the time of the trial, Amy Lou Purvis was still alive. She was 79 years old. Her married name was Amy Lou Purvis Willoughby, and she lived in California with her husband, Floyd M.Willoughby. They had been living in California since 1959. Amy Lou Purvis

Willoughby's parents, Faye Kinzel Lux Purvis and Francis W. Purvis, likewise moved to California in 1959, and until they passed away, they lived next door to Amy Lou Purvis Willoughby and Floyd M.Willoughby. (Because Amy Lou Purvis Willoughby was in poor health, she was unable to come to Illinois and testify in the trial, but her husband, Floyd M. Willoughby, age 82, a retired attorney, came to the trial and testified.)

¶ 24 The parents of Amy Lou Purvis Willoughby were deceased. Her mother, Faye Kinzel Lux Purvis, died on August 2, 1988.

¶ 25 On November 3, 1997, Amy Lou Purvis Willoughby conveyed section 19 to herself and Floyd M. Willoughby as cotrustees under the Floyd M. Willoughby and Amy Lou Willoughby Declaration of Trust, dated September 18, 1997. The trustee's deed is People's exhibit No. 10.

¶ 26 Floyd M. Willoughby testified that, from 1965 continuously to the present, he had managed section 19 (among other parcels of farmland)—first for his mother-in-law, and then for his wife, and finally for the Willoughby trust. Since 1965, he had paid all the taxes on section 19.

¶ 27 In 2012 and 2013, Floyd M. Willoughby leased section 19 to a crop-share tenant, Don Cochran. In the fall of 2012, Cochran fertilized the ground with anhydrous ammonia, and in the spring of 2013, he planted it with corn. Cochran and the Willoughbys paid half and half for the fertilizer and seed.

¶ 28 In June 2012, Floyd M. Willoughby received a letter from defendant, in which defendant made the following claim and demand:

> "The Harrison Family will lay claim to the approximately 335.6 acres currently in your possession left from Peter & Mary E. Lux to Lyle Lux Harrison and Harry Howard Harrison that Attorney Francis Purvis retained from the settling of the

Mary E. Lux Estate using his firm which this firm was obtained [*sic*] by Attorney Robert V. Elder. My family bears no malice or ill will toward your family, we are asking you to return all of the tax ID's, original deeds, original abstracts, and all original property documents and information through our Attorney to the Sole Trustee, Roger Lyle Harrison Sr., as quickly as possible. If your family or any other Attorney is unwilling to turn over this property, then you leave the Harrison Family no choice but to file a fraud suit in Cook County and pursue damages against every individual, bank, and attorney involved in this [P]onzi scheme of taking property illegally and also not paying mandatory taxes. My family intends to honor the wishes, requests, and intentions of Peter & Mary E. Lux and Lyle Lux Harrison to the fullest extent by having ownership pass the way our ancestors intended, not the way many people/lawyers have manipulated the Peter & Mary E. Lux Estate/Testamentary Trust and the Lyle Lux Harrison Revocable Trust."

¶ 29 Floyd M. Willoughby replied by a brief letter. He declined defendant's demands for documents, since the documents were "a matter of public record." He concluded by stating: "This matter is not open for further discussion."

¶ 30 In August 2013, the Willoughbys received two further pieces of correspondence from defendant. The first was a letter, in which defendant made the following offer:

"The Roger L. Harrison Sr. family, et al, has determined to hold you harmless for any procedural or documentary errors or deficiencies that may have been made by you in the preparation or handling of the entire Peter & Mary Lux and Lyle L. Harrison Estate so long as you are willing to quit-claim on the 315.6 Acres of the Lux/Harrison Estate, and testify and/or prepare and file any and all

> necessary documents sufficient to correct those errors and/or deficiencies. In exchange for your help and testimony in our current case [(*i.e.*, a civil case that "Charlotte and Attorney Rollin Huggins filed in Moultrie County against my father, Roger L. Harrison Sr. and his Children")] as to us the Children (Heirs of the Body), the Harrison family will convey to your family 1000 acres of Brazilian farmland for which your family would receive a clear title. As that acreage would lie adjacent to Harrison land, I would offer also to manage it for your family."

Floyd M. Willoughby did not respond to that letter.

¶ 31 The second piece of correspondence the Willoughbys received in August 2013 was an invoice, signed by defendant, in which he demanded a total of $300,000 for "Proceeds and Income" that Floyd M. Willoughby allegedly took in 2012 and 2013 from "315.6 Acres," a alleged misappropriation that, according to the invoice, created a "Federal Tax Liability" for the "Roger L. Harrison Sr. Trust." Floyd M. Willoughby did not respond to the invoice.

¶ 32 On September 9, 2013, Floyd M. Willoughby was notified that a deed regarding section 19 had been recorded in Moultrie County. The deed, People's exhibit No. 11, was signed by defendant and several other Harrisons, as cotrustees of the Roger Lyle Harrison, Sr., Revocable Trust, dated July 10, 2012. In the deed, they purported to convey section 19 and other parcels to that trust.

¶ 33 In response, Floyd M. Willoughby did two things. First, he hired Citizen's Abstract to do a title search. Second, he hired an Illinois attorney to file an action to quiet title on the basis of the title search.

¶ 34 On September 27, 2013, defendant hired Robert Kauffman to harvest the corn on section 19 (planted by Cochran). According to their custom-farming contract, Kauffman was to

receive $30 an acre for shucking and hauling. Because the corn was still green, Kauffman had reservations as to whether defendant rightfully owned the crop. Defendant adamantly insisted to him that he did, and, in any event, it was written into the custom-farming contract that defendant's company, "Harrison Farm Management[,] assume[d] all legal liability for crop removal."

¶ 35 On September 28, 2013, Kauffman harvested 28 to 30 acres of section 19. He hauled the grain to the Cargill elevator in Tuscola, Illinois, and to the Top Flight elevator in LaPlace, Illinois.

¶ 36 On September 29, 2013, Kauffman received a telephone call from a Moultrie County deputy sheriff, who told him he better check on the ownership of section 19. Kauffman then confronted defendant, who, Kauffman testified, "drilled into [his] head the utmost importance of getting this crop harvested and hauled to the elevator in a very quick fashion and not to worry about the phone call from the deputy." Defendant assured him he had gone to the courthouse and checked on the ownership of the land.

¶ 37 To his "regret," Kauffman harvested more corn from section 19 the next day, September 30, 2013. He did so at defendant's insistence.

¶ 38 The State called Rebecca Burton, an employee of Cargill, which operated a grain elevator in Tuscola. She testified that on September 28, 2013, the elevator received four truckloads of corn, which were credited to the Roger Lyle Harrison, Sr., Trust. For three of the truckloads, she issued a check to the trust in the amount of $9,813.23. She never did issue a check for the fourth truckload, however, because management had told her to hold off on that transaction until a dispute over ownership was resolved. The net quantity of the fourth load was

780.10 bushels. At $4.39 per bushel, the elevator would have paid $3,400.25 for the fourth truckload.

¶ 39 It was Cargill's policy to pay for the *net* quantity of grain, to account for shrinkage after drying. The moisture level of one of the truckloads Kauffman brought was 22.9%. The other three truckloads had a moisture content in the range of 25%. For any moisture content above 15%, Cargill charged a drying fee and also made a deduction so as to account for the shrinkage that resulted from drying. The drying fee for the fourth truckload was about $300.

¶ 40 The State also called Vanessa Stinson, who worked for Top Flight Grain Co-op, at LaPlace. She testified that on September 28, 2013, she weighed two truckloads of grain brought in the name of the Harrison revocable trust. The elevator paid $5,070 to the trust. The drying charge was $639.70.

¶ 41 Gary Carroll testified he was a deputy sheriff for Moultrie County and that on September 29, 2013, at 3 p.m., Cochran reported to him that someone had harvested corn from section 19 without authority. Carroll spoke with defendant, who expressed his intention to continue harvesting the corn. Carroll pointed out to defendant that a tenant farmer had planted the corn and that the tenant farmer therefore would have costs. He advised defendant to allow the tenant farmer to do the harvesting and then, if defendant saw fit to do so, he could bring a civil suit against the owner for compensation and, in so doing, obtain a judicial opinion on ownership. Defendant showed Carroll documents from the early twentieth century. Defendant claimed that, according to these documents, the land could not have been given to Amy Lou Willoughby or her line because women were not allowed to have property in those days. Defendant made other arguments as well, which Carroll could not specifically recall.

¶ 42 In his own case, defendant took the stand and explained why he had been in such a hurry to harvest the corn on section 19. The reason was defendant's exhibit No. 14, a notice of federal tax lien, dated October 14, 2015, in which the Internal Revenue Service claimed an unpaid balance of $17,890,746.46 from the Roger Lyle Harrison, Sr., Revocable Trust for the tax period ending on December 31, 2013. Defendant had felt under pressure to sell the corn and pay the taxes before the federal government put a lien on the property.

¶ 43 As for his claim that section 19 had passed to the Harrison line of the family (his ancestors), the pivotal events, according to defendant, occurred in 1924 and 1926.

¶ 44 On February 26, 1924, Mary E. Lux signed a declaration of trust, defendant's exhibit No. 6. The declaration of trust began with an explanatory background. It explained that before Peter Lux, Jr., made his will, he and his wife, Mary E. Lux, deeded property to their granddaughter, Faye Kinzel Lux (daughter of their son, Arthur William Lux, who died in 1910); their daughter, Susan Myrtle Harrison; and her two sons, Lyle Lux Harrison and Harry Howard Harrison. Part of the consideration for the conveyances to Susan Myrtle Harrison, Lyle Lux Harrison, and Harry Howard Harrison was the conveyance, by those three, of their interest in certain parcels in Piatt County, so that Peter Lux, Jr., and Mary E. Lux in turn could convey those Piatt County parcels to Faye Kinzel Lux.

¶ 45 One of the parcels that Peter Lux, Jr., and Mary E. Lux conveyed to Harry Howard Harrison was the following parcel in Moultrie County: "Lot Eleven (11) being the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Five (5) East of the third Principal Meridian." (For short, we will call this parcel "lot 11." *Note that this is a different parcel from section 19.*) Mary E. Lux had reserved a life estate in lot 11, and the remainder was to pass to the heirs of her body, a class

that included Faye Kinzel Lux. Because Faye Kinzel Lux was a minor, she was legally incapable of conveying her remainder interest in lot 11 to Harry Howard Harrison. Therefore, to secure Harry Howard Harrison his share of his grandparents' estate, his grandfather, Peter Lux, Jr., had bequeathed $3,000 to him in his will. His grandmother, Mary E. Lux, as the executor, had paid that bequest to Harry Howard Harrison.

¶ 46 Harry Howard Harrison now had deposited the $3,000 with Mary E. Lux on the understanding that she was to hold it in trust (the declaration of trust continued). The terms of the trust were as follows. If, within one month after reaching majority, Faye Kinzel Lux quitclaimed her interest in lot 11 to Harry Howard Harrison, the trust would cease and Mary E. Lux would pay the $3,000 to herself as her own personal property. Until then, the income from the $3,000 would be paid to her, individually. If Faye Kinzel Lux did not execute a quitclaim deed of lot 11 to Harry Howard Harrison within one month after she reached majority, the $3,000 would be paid back to him. If Mary E. Lux died before the time arrived for Faye Kinzel Lux to execute a quitclaim deed, Hardware State Bank would become the successor trustee, and if Faye Kinzel Lux executed the quitclaim deed by the deadline, the $3,000 would be paid to the estate of Mary E. Lux. Alternatively, if Faye Kinzel Lux failed or refused to execute the quitclaim deed by the deadline, Hardware State Bank would pay the $3,000 to Harry Howard Harrison.

¶ 47 On August 27, 1926, in return for "One Dollar and other good and valuable Consideration," Faye Kinzel Lux quitclaimed to Harry Howard Harrison any and all interest she had in lot 11. The quitclaim deed is defendant's exhibit No. 7. Mary E. Lux was still alive at the time. (As we stated, she died in 1933.)

¶ 48 Defense counsel asked defendant:

"Q. And what is your belief as to how [the declaration of trust, defendant's exhibit No. 6,] [a]ffects your claim to ownership of Section 19?

A. My belief is that when Mary signed with Harry, when Faye signed the quitclaim deed upon reaching 18, one day after that, that she sold all right, title[,] and interest for the one-third of the $3,000.

Q. Okay. So it's your belief that this property should have been at that point in time in the name of Harry Howard and Lyle Harrison; is that correct?

A. My belief is that it would either be Harry Howard Harrison as trustee or just the Peter Lux trust estate. That's my belief."

¶ 49 II. ANALYSIS

¶ 50 A. The Lack of Citations to the Record in Defendant's Brief

¶ 51 The State argues we should strike defendant's brief because it fails to cite the relevant pages of the record. See Ill. S. Ct. R. 341(h)(6), (7) (eff. Jan. 1, 2016). To be sure, this is a valid criticism, but when it comes to the dispositive issue in this appeal—the denial of the constitutional right to proceed *pro se*—defendant cites the transcript of August 1, 2016, and Garrett's posttrial motion, or at least he does so in his reply brief. And it is not that his initial brief altogether lacks citations. He cites various appendices to his brief, and these appendices contain photocopies of his trial exhibits. He also has "pasted" photocopied excerpts of these exhibits into the text of his statement of facts. This is not correct practice, but we conclude that striking his brief would be too severe a sanction.

¶ 52 Defendant has moved for permission to file a corrected brief, a brief that substitutes citations to the record for his citations to the appendices. We deny his motion, since the State already has filed a brief in response to his original brief.

¶ 53 B. The Claim of a Speedy-Trial Violation

¶ 54 Defendant argues he was denied his right to a speedy trial under section 103-5(b) of the Code of Civil Procedure of 1963 (725 ILCS 5/103-5(b) (West 2014)). Because defendant never filed a motion for discharge on speedy-trial grounds prior to his conviction and because his posttrial motion says nothing about being denied a speedy trial, he has forfeited this issue. See *People v. Alcazar*, 173 Ill. App. 3d 344, 354 (1988). To the extent that defendant raised a speedy-trial issue in his *pro se* filings in the trial court, we disregard those filings because he was represented by an attorney and he could not represent himself while being represented by an attorney. See *People v. Handy*, 278 Ill. App. 3d 829, 836 (1996).

¶ 55 If defendant means to claim, on appeal, that his appointed trial counsel, Garrett, rendered ineffective assistance by agreeing to a continuance on January 21, 2016, we reject that claim because she requested a continuance in order to prepare for trial. See *United States v. Hodges*, 259 F.3d 655, 659 (7th Cir. 2001) ("[Defense counsel] requested a continuance to better prepare for trial. It seems peculiar, then, that such conduct, without more, could be the basis of an ineffective assistance of counsel claim."). The case had been dropped into her lap only a few days ago. She was appointed to replace defendant's previous attorney, Jacob DiCiaula, whom the trial court allowed to withdraw on January 13, 2016, on the grounds that defendant not only had failed to pay him but, in the words of DiCiaula's motion to withdraw, had "intentionally defrauded" him by stopping payment on a check. The case was set for the February jury calendar, which ran from February 1 to 12, 2016. Garrett thought that two weeks would be insufficient time to prepare for trial, so, against defendant's wishes, she moved for a continuance. Garrett explained on the trial court:

"[I]f it becomes a question between defendant's speedy trial right and my obligation to be prepared for trial, I think that my obligation to be properly prepared trumps his speedy trial demand. I'm not sure that [defendant] agrees with that. But I don't feel that I ethically have any choice, other than to ask for a continuance from the February date."

The trial court scheduled the jury trial for May 2, 2016.

¶ 56 Defendant faults Garrett for moving for another continuance on April 25, 2016. In that motion for a continuance, Garrett explained:

"3. That the facts of this case relate to three Moultrie County civil cases pending at the time the instant case was filed. These cases are 13-CH-35; and 11-CH-27. Representation in this criminal case requires an understanding of the complex civil litigation in the above referenced cases.

4. To complete trial preparation[,] it will be necessary for counsel to spend additional time with defendant. Defendant cancelled an appointment set for March 16, 2016. Defendant and counsel met at counsel's office in Tuscola on April 15, 2016.

5. That during the April 15, 2016[,] meeting[,] defendant indicated dissatisfaction with counsel's handling of the case. Since that time[,] defendant has been unwilling to discuss any aspect of the case with counsel.

6. That counsel has not been able to complete trial preparation and will not be able to do so before the scheduled trial date."

The trial court granted Garrett's motion for a continuance, scheduling a pretrial hearing for July 15, 2016. Again, it is not ineffective assistance to move for a continuance if one is necessary to

prepare for trial. See *id.* It appears that defendant hindered Garrett's preparation. At the pretrial hearing, the court scheduled the jury trial for August 1, 2016. *Voir dire* began on that date.

¶ 57 C. The Claim of Judicial Bias

¶ 58 Defendant claims that the two judges who presided over this case, Judge Flannell and Judge Broch, were biased against him. (Judge Flannell presided over some of the pretrial hearings, whereas Broch presided over the trial.)

¶ 59 As for Judge Flannell, we have repeatedly rejected defendant's allegations of bias. *Huggins v. Harrison*, 2017 IL App (4th) 170026-U, ¶ 54; *Huggins*, 2013 IL App (4th) 120956, ¶¶ 75-80. Ignoring our previous holdings, defendant recycles the same allegations in this appeal.

¶ 60 As for Judge Broch, defendant argues that his bias is revealed in a statement that he allegedly made to defendant from the bench: " 'YOU are the problem with this case[,] Mr. Harrison, not your counsel!' " We are unable to find where in the record Judge Broch said that. We note, however, that Judge Broch made the following observation to defendant in the hearing of May 2, 2016:

> "Some [of your previous seven attorneys in this case] have actually stood up and indicated that they could not work with you because what you were wanting them to do, in the words of one of your attorneys, was in the very least unethical, in the worse unlawful, and these are statements that were made by your attorneys. *** [W]hether or not those attorneys have been appointed by the Court or whether they were your attorneys of choice, there has always been some type of an issue to where the attorneys or you yourself in some cases have felt that they could no longer represent you due to personal matters."

We are unaware of any case holding it is indicative of bias for a judge to recount what attorneys have stated about their own client in court. So, we are unconvinced by defendant's claim of judicial bias.

¶ 61 D. The Denial of the Right to Self-Representation

¶ 62 Defendant claims the trial court denied his constitutional right to self-representation. See *Faretta v. California*, 422 U.S. 806, 819 (1975).

¶ 63 To represent himself, defendant had to "explicitly inform the trial court he want[ed] to proceed *pro se*[,] because anything else [would be] an effort to sandbag the court and the opposition, to seek an acquittal with an ace up the sleeve to be whipped out in the event of conviction." (Internal quotation marks omitted.) *People v. Burton*, 184 Ill. 2d 1, 22 (1998). "A defendant waives his right to self-representation unless he articulately and unmistakably demands to proceed *pro se*." (Internal quotation marks omitted.) *Id.* We "indulge in every reasonable presumption against waiver of the right to counsel." (Internal quotation marks omitted.) *Id.* at 23.

¶ 64 The State notes: "It is true defendant attempted to fire Ms. Garrett by moving to terminate her representation in April 2016. However, defendant did not represent to the court he wanted to proceed *pro se* at that time." In the common-law record, we have found the motion to which the State appears to be referring. On April 29, 2016, defendant filed a *pro se* motion to "terminate his public defender," Garrett. He stated in the motion, however, that he was "currently trying to hire an attorney to replace [her]"—which would be at odds with an intention to proceed *pro se*. The State asserts: "Defendant did not request to proceed *pro se* after he attempted to 'fire' Ms. Garrett, therefore it should be assumed that defendant wanted the trial court to once against appoint him another attorney."

¶ 65 In his reply brief, defendant rebuts that assertion by citing the transcript of the hearing on August 1, 2016, in which, immediately before *voir dire*, he clearly and unequivocally requested to proceed *pro se*—and requested to amend his motion of April 29, 2016, so as to expressly request to proceed *pro se*. He also cites the posttrial motion, filed on September 6, 2016, in which Garrett alleged: "The court erred in denying defendant's oral motion to proceed pro se at trial. The motion was made by defendant on August 1, 2016[,] the morning of trial. The court denied defendant's motion and failed to admonish him pursuant to Supreme Court Rule 401(a)."

¶ 66 "[W]hen a request to proceed *pro se* is made and there is no request for additional time to prepare, a motion to proceed *pro se* should generally be viewed as timely as long as it is made before trial." *People v. Ward*, 208 Ill. App. 3d 1073, 1084 (1991). "To be timely, the demand must be made before meaningful trial proceedings have begun. [Citations.] This is generally understood to be before the jury is sworn." *Pitts v. Redman*, 776 F. Supp. 907, 915 (D. Del. 1991) (cited in *Burton*, 184 Ill. 2d at 24). On August 1, 2016, when defendant requested to proceed *pro se*, a jury had not yet been sworn, and he did not move for a continuance. Nevertheless, the trial court refused to allow him to proceed *pro se*.

¶ 67 In justification of its decision to deny self-representation, the trial court cited "the history of this case and these types of things happening, jury setting after jury setting after jury setting." We have held that "a trial judge may *terminate* self-representation by a defendant who engages in serious and obstructionist misconduct." (Emphasis added.) *Ward*, 208 Ill. App. 3d at 1084. In this case, however, the trial court did not terminate self-representation but, rather, denied it from the start.

¶ 68 Granted, we further have held that, "in *exceptional situations*, *** a defendant's behavior in the course of seeking to obtain self-representation may in itself be disruptive and thereby justify denying his motion to proceed *pro se*." (Emphasis in original.) *Id.* But the record appears to contain no indication that defendant was disruptive on August 1, 2016, when requesting to proceed *pro se*; therefore, that exception is inapplicable. It is true that, in the pretrial phase of this case, defendant went through a lot of attorneys, and apparently he was difficult to deal with. We are unaware of any legal basis for holding, however, that he thereby forfeited his constitutional right to self-representation.

¶ 69 Unless, when admonishing a defendant pursuant to Illinois Supreme Court Rule 401(a) (eff. July 1, 1984), the trial court finds he or she is "unable to reach the level of appreciation needed for a knowing and intelligent waiver," the court should honor the defendant's demand to proceed *pro se*. *Id.* at 1084. Absent such a finding, it was reversible error to deny defendant's right to self-representation. See *id.* at 1085. "Unless the defendant had a mental disability that incapacitated him from understanding the content of Rule 401(a), the sixth amendment (U.S. Const., amend. VI) required the court to honor his choice to represent himself, even if the choice was in all likelihood a disastrous one for the defense." *People v. Fisher*, 407 Ill. App. 3d 585, 590 (2011).

¶ 70 E. The Sufficiency of the Evidence

¶ 71 Before remanding a case for a new trial on the ground of trial error, the reviewing court must consider whether another trial would violate the double-jeopardy clause (Ill. Const. 1970, art. I, § 10). See *People v. Taylor*, 76 Ill. 2d 289, 309 (1979); *People v. Hunt*, 2016 IL App (1st) 132979, ¶ 28. "If the evidence presented at the first trial was sufficient for a rational trier of fact to find the essential elements of the crime had been proved beyond a reasonable doubt, no

double jeopardy violation is created on retrial." (Internal quotation marks omitted.) *Hunt*, 2016 IL App (1st) 132979, ¶ 28.

¶ 72 Defendant challenges the sufficiency of the evidence. Accordingly, we will look at all the evidence in the light most favorable to the prosecution and decide whether any rational trier of fact could find the essential elements of theft to be proven beyond a reasonable doubt. See *People v. Lopez*, 229 Ill. 2d 322, 367 (2008).

¶ 73 Theft has two essential elements: (1) someone other than the defendant owned property, and (2) the defendant knowingly obtained or exerted unauthorized control over the property. 720 ILCS 5/16-1(a)(1) (West 2012).

¶ 74 Let us begin with the first element, the ownership of the corn on section 19. On August 13, 1920, in People's exhibit No. 25, Peter Lux, Jr., and Mary E. Lux conveyed a life estate in section 19 to Faye Kinzel Lux while reserving a life estate for themselves, and they provided that, upon the death of Faye Kinzel Lux, the remainder would pass to "the children born or her body, or their descendants." Alternatively, the remainder would pass to defendant's ancestors, Lyle Lux Harrison and Harry Howard Harrison, only if Faye Kinzel Lux died without leaving any children or descendants of her children. Faye Kinzel Lux had a child, Amy Lou Purvis. When Amy Lou Purvis was born, in 1937, her interest as a remainderman vested, and the interest of Lyle Lux Harrison and Harry Howard Harrison as alternate remaindermen was extinguished. See *Winchell v. Winchell*, 259 Ill. 471, 475 (1913). Peter Lux, Jr., died in 1922, Mary E. Lux died in 1933, and Faye Kinzel Lux Purvis died in 1988. Upon the death of Faye Kinzel Lux Purvis, the remainderman, Amy Lou Purvis Willoughby, became the owner of section 19. On November 3, 1997, in People's exhibit No. 10, Amy Lou Purvis Willoughby conveyed section 19 to herself and Floyd M. Willoughby as cotrustees under the Floyd M.

Willoughby and Amy Lou Willoughby Declaration of Trust, dated September 18, 1997. The Willoughbys, as cotrustees, leased section 19 to Cochran under a crop-share agreement for 2013. In spring 2013, Cochran planted section 19 with corn. Thus, in September 2013, someone other than defendant owned the corn on section 19, and that someone was Cochran. See *Grommes v. Town of Aurora*, 37 Ill. App. 2d 1, 8 (1962) ("[T]he title to the crop is in the lessee until the lessor's part is separated and allotted to him.").

¶ 75 Defendant argues, on the other hand, that "Peter Lux Disposed of his farmland through his WILL which was a Trust for the Harrison LINE." That is false. People's exhibit No. 22 is the will of Peter J. Lux, Jr. It consists of a single page and says nothing about a trust. Besides, Peter Lux, Jr., could not have conveyed section 19 by his will. His will did not take effect until his death (see *Thompson v. J.D. Thompson Carnation Co.*, 279 Ill. 54, 61 (1917)), and at his death, it would have conveyed only the property that he owned at his death. When Peter J. Lux, Jr., died, in 1922, his estate had no ownership interest in section 19, because some two years earlier, he had deeded that parcel away, while retaining only a life estate. It appears that the only time section 19 ever entered a trust was in 1997, when it entered the trust of which Amy Lou Purvis Willoughby and Floyd M. Willoughby were cotrustees.

¶ 76 At times in these proceedings, defendant has argued that Amy Lou Purvis quitclaimed her interest in section 19 to Harry Howard Harrison by signing the quitclaim deed in 1926. That argument likewise is false. The quitclaim deed, defendant's exhibit No. 7, has nothing to do with section 19. On its face, it pertains only to lot 11, a different parcel. A cursory glance at the quitclaim deed would have made that plain.

¶ 77 In sum, we find evidence to support the first element of theft: ownership of section 19 by someone other than defendant in September 2013, namely, the Willoughbys' crop-share tenant, Cochran. See *Grommes*, 37 Ill. App. 2d at 8.

¶ 78 The second element is that defendant knowingly obtained or exerted unauthorized control over the corn crop on section 19. That Kauffman, rather than defendant, did the actual harvesting is legally irrelevant. One can obtain unauthorized control over property through others.

¶ 79 When we look at the evidence in the light most favorable to the prosecution, we conclude it would be possible for a rational jury to infer, beyond a reasonable doubt, that defendant committed the charged offenses knowingly. The jury could infer that the reason why he was in such a hurry to get the unripe corn harvested on a parcel that Floyd M. Willoughby had been managing for more than half a century was that he knew his harvesting of the corn would be unauthorized and wrongful and he wanted to get it done before the rightful owner intervened. The jury could infer that the reason why defendant rejected Carroll's advice, *i.e.*, to let the tenant farmer, Cochran, do the harvesting and to seek a judicial determination of ownership, was that defendant knew the judicial determination would be unfavorable to him—because he had no deeds to back up his claim. Absent a proven chain of title leading to defendant, the jury could have regarded his patently irrelevant exhibits as deliberate obfuscation.

¶ 80 In sum, because the evidence was sufficient to support the convictions, the doctrine of double jeopardy does not bar a new trial.

¶ 81 III. CONCLUSION

¶ 82 For the foregoing reasons, we reverse the trial court's judgment, and we remand this case for further proceedings. Because the State successfully defended a portion of the appeal,

as part of our judgment, we award the State its statutory $50 assessment against defendant as costs of this appeal.

¶ 83 Reversed and remanded.

NOTICE
This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

2017 IL App (4th) 170026-U

NOS. 4-17-0026, 4-17-0033 cons.

FILED
August 18, 2017
Carla Bender
4th District Appellate
Court, IL

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

CHARLOTTE HARRISON HUGGINS; CYNTHIA H. PETERS; and SHIRLEY H. COOPER, Formerly Known as Shirley A. Huggins, Plaintiffs-Appellees, v. ROGER LYLE HARRISON, JR., as Administrator of the Estate of Roger Lyle Harrison, Sr., Deceased; ROGER LYLE HARRISON, JR., LYLE ROGER HARRISON, LUX HARRY HARRISON, ANDREW LUX HARRISON, and PETER ANDREW HARRISON, as Trustees of the Roger Lyle Harrison Senior Revocable Trust, dated July 10, 2012; JOY CLAIRE HARRISON; CLARA HARRISON KARBINE; JANET HARRISON CROME; ROGER LYLE HARRISON, JR.; JOHANNA HARRISON FICKETT; LYLE ROGER HARRISON; LUX HARRY HARRISON; ANDREW LUX HARRISON; BETH JOHANNA HARRISON; PETER ANDREW HARRISON; HARRISON FARM MANAGEMENT, LLC, an Illinois Limited Liability Company; and UNKNOWN OWNERS, If Any, Defendants (Roger Lyle Harrison, Jr. (No. 4-17-0026), and Lyle Roger Harrison (No. 4-17-0033), Defendants-Appellants).	)	Appeal from Circuit Court of Moultrie County No. 11CH27
	)	Honorable Dan L. Flannell, Judge Presiding.

JUSTICE APPLETON delivered the judgment of the court.
Justices Harris and Knecht concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court did not abuse its discretion by denying defendants' motion to vacate a default.

¶ 2 With permission from the trial court, plaintiffs, Charlotte Harrison Huggins, Cynthia H. Peters, and Shirley A. Huggins, filed a second amended complaint. The court ordered defendants, Roger Lyle Harrison, Jr., and Lyle Roger Harrison, to answer it within 45 days. Forty-five days passed, and then several months passed, but still defendants did not answer the second amended complaint or move to dismiss it. Plaintiffs filed a motion for an order of default, and the court granted the motion, declaring the allegations of the second amended complaint to be admitted. Defendants moved to vacate the default, and the court declined to do so; the court decided that, given defendants' dilatory behavior throughout the litigation, the default should stand. Finally, after an evidentiary hearing on damages and other remaining issues, which defendants did not attend, the court entered a judgment against defendants and in plaintiffs' favor. Defendants appeal the denial of their motion to vacate the default. We find no abuse of discretion in the denial, and, therefore, we affirm the trial court's judgment.

¶ 3 I. BACKGROUND

¶ 4 A. Plaintiffs' Allegations

¶ 5 On July 18, 2011, plaintiffs filed a verified complaint, in which they requested (1) a partition of nine tracts of land in Moultrie County and (2) a partnership accounting. The complaint named Roger Lyle Harrison, Sr., and unknown owners as defendants. On August 4, 2012, the trial court entered a default order against Roger Lyle Harrison, Sr.

¶ 6 On January 13, 2012, plaintiffs amended their complaint so as to add the children of Roger Lyle Harrison, Sr., as defendants, namely, Clara Harrison Karbine; Janet Harrison Crome; Roger Lyle Harrison, Jr.; Johanna Harrison Fickett; Lyle Roger Harrison; Lux Harry Harrison; Andrew Lux Harrison; Beth Johanna Harrison; and Peter Andrew Harrison.

¶ 7 On August 27, 2014, after Roger Lyle Harrison, Sr., died, plaintiffs filed a second amended complaint, substituting, for the decedent, Roger Lyle Harrison, Jr., as the administrator of the decedent's estate. Plaintiffs also added Harrison Farm Management, LLC, as a defendant. Otherwise, the defendants were the same as in the first amended complaint.

¶ 8 The second amended complaint had five counts.

¶ 9 1. *Count I: An Action for Partition*

¶ 10 Count I was an action for a partition of the nine tracts of farmland, which, as we said, were all located in Moultrie County. This count was directed against all of the defendants except Harrison Farm Management, LLC, and it described the history of the ownership of those tracts as follows.

¶ 11 a. Tracts 1 and 2,
Property Identification Nos.
02-02-16-000-300 and 02-02-23-000-300

¶ 12 Lyle Lux Harrison and Alta Bowers Harrison executed two warranty deeds pertaining to tracts 1 and 2. One warranty deed was dated November 23, 1964, and the other was dated January 7, 1965. Both warranty deeds made Harry Howard Harrison and Alta Bowers Harrison life tenants of tracts 1 and 2. The warranty deed of November 23, 1964, conveyed a three-fourths remainder interest in tracts 1 and 2 to Charlotte Harrison Huggins and the heirs of her body and to Roger Lyle Harrison, Sr., and the heirs of his body. The warranty deed of January 7, 1965, conveyed a one-fourth remainder interest in tracts 1 and 2 to Charlotte Harrison Huggins and the heirs of her body and to Roger Lyle Harrison, Sr., and the heirs of his body. Harry Howard Harrison, Alta Bowers Harrison, and Roger Lyle Harrison, Sr., are deceased. Therefore, Charlotte Harrison Huggins has an undivided one-half life estate in tracts 1 and 2, with vested remainders in her children, Cynthia H. Peters and Shirley H. Cooper, and the

children of Roger Lyle Harrison, Sr.—namely, Clara Harrison Karbine, Janet Harrison Crome, Roger Lyle Harrison, Jr., Johanna Harrison Fickett, Lyle Roger Harrison, Lux Harry Harrison, Andrew Lux Harrison, Beth Johanna Harrison, and Peter Andrew Harrison—have an undivided one-half interest in tracts 1 and 2.

¶ 13 b. Tracts 3 and 4,
Property Identification Nos.
02-02-23-000-100 and 02-02-22-000-201

¶ 14 By virtue of two conveyances, Charlotte Harrison Huggins owns an undivided one-half interest in tracts 3 and 4, and the heirs or legatees of Roger Lyle Harrison, Sr., own the other undivided one-half interest in those tracts. On May 27, 1980, Roger Lyle Harrison, Sr., as the trustee under a trust agreement dated December 6, 1976, executed a trustee's deed conveying one-half of the ownership interest. On December 15, 2003, U.S. Bank, N.A., as the trustee under a trust created by the will of Harry Howard Harrison, executed a trustee's deed conveying the other half.

¶ 15 c. Tract 5, Property Identification No. 02-02-22-000-102

¶ 16 On August 13, 1920, Peter Lux and Mary E. Lux executed a deed, in which they reserved for themselves a life estate in tract 5, conveyed life estates to Susan Myrtle Harrison and Lyle Lux Harrison, and conveyed the remainder to Lyle Lux Harrison's children by blood (or to their descendants *per stirpes*). Lyle Lux Harrison was the father of Charlotte Harrison Huggins and Roger Lyle Harrison, Sr. Peter Lux, Mary E. Lux, Susan Myrtle Harrison, Lyle Lux Harrison, and Roger Lyle Harrison, Sr., are deceased. On December 6, 1982, Charlotte Harrison Huggins and Rollin C. Huggins, Jr., executed a warranty deed conveying an undivided one-half interest in tract 5 to Cynthia H. Peters and Shirley H. Cooper. Therefore, Cynthia H. Peters owns an undivided one-fourth interest in tract 5, Shirley H. Cooper owns an undivided one-fourth

interest, and the heirs or legatees of Roger Lyle Harrison, Sr., own the remaining undivided one-half interest.

¶ 17 d. Tracts 6 and 7,
Property Identification Nos.
02-02-22-000-401 and 02-02-22-000-402

¶ 18 On August 13, 1920, Peter Lux and Mary E. Lux executed a deed, in which they conveyed life estates in tracts 6 and 7 to Susan Myrtle Harrison and Lyle Lux Harrison and the remainder to the bodily heirs of Lyle Lux Harrison (or to their descendants *per stirpes*). Lyle Lux Harrison was the father of Charlotte Harrison Huggins and Roger Lyle Harrison, Sr. Peter Lux, Mary E. Lux, Susan Myrtle Harrison, Lyle Lux Harrison, and Roger Lyle Harrison, Sr., are deceased. It follows that Charlotte Harrison Huggins owns an undivided one-half interest in tracts 6 and 7 and the heirs or legatees of Roger Lyle Harrison, Sr., own the other undivided one-half interest.

¶ 19 e. Tracts 8 and 9,
Property Identification Nos.
02-02-22-000-202 and 02-02-22-000-400

¶ 20 On December 19, 1976, Lyle Lux Harrison executed a warranty deed, in which he conveyed an undivided one-half interest in tracts 8 and 9 to Charlotte Harrison Huggins and Roger Lyle Harrison, Sr. In the second article of her will, Alta Bowers Harrison conveyed her undivided one-half interest in tracts 8 and 9 to her husband, Lyle Lux Harrison, for his lifetime and the remainder to her children living at the time of her death. Alta Bowers Harrison was the mother of Charlotte Harrison Huggins and Roger Lyle Harrison, Sr. Alta Bowers Harrison and Lyle Lux Harrison are deceased. By a warranty deed dated August 4, 2012, Roger Lyle Harrison, Sr., conveyed his undivided one-half interest in tracts 8 and 9 to the Roger Lyle Harrison Senior Revocable Trust, dated July 19, 2012. Consequently, Charlotte Harrison Huggins owns an

undivided one-half interest in tracts 8 and 9, and the Roger Lyle Harrison Senior Revocable Trust, dated July 19, 2012, owns the other undivided one-half interest in tracts 8 and 9.

¶ 21 On February 7, 2011, Charlotte Harrison Huggins sent a letter to Roger Lyle Harrison, Sr., in which she referenced his lack of response to a request she made eight months earlier to "divide Harrison Farms." She complained that he had appointed Lyle Roger Harrison as the farm manager without conferring with her. She announced her decision to "terminate Harrison Farms Partnership," and she demanded that Roger Lyle Harrison, Sr., "turn over one-half of the cash on hand to [her] family and [her]." She had a "plan for dividing the land on the basis of acreage[,] eliminating the expense and delay of appraisals." She planned to bring an action in Moultrie County if this matter was not resolved before the year's crop was planted.

¶ 22 2. *Count II: An Action for an Accounting*

¶ 23 Count II was an action for an accounting, and it was directed against all the defendants. This count alleged as follows. (We omit the allegations plaintiffs made on information and belief, since those allegations are not deemed to be admitted by a default. See *Terminal-Hudson of Illinois, Inc. v. Goldblatt Brothers, Inc.*, 51 Ill. App. 3d 199, 204 (1977).)

¶ 24 In January 1983, plaintiffs and Roger Lyle Harrison, Sr., entered into a written partnership agreement, creating the Harrison Farms Partnership to manage and operate the farmland described in count I. For many years, Roger Lyle Harrison, Sr., acted as the managing partner of the partnership, and it was his custom to consult with Charlotte Harrison Huggins before making any major decisions. In approximately 1994, when Roger Lyle Harrison, Sr., wished to retire, he conferred with Charlotte Harrison Huggins, and they agreed to hire a professional farm manager, Hertz Farm Management. In approximately September 2010, without notifying plaintiffs, Roger Lyle Harrison, Sr., replaced Hertz Farm Management with Harrison

Farm Management, LLC, a limited liability company wholly owned by his son, Lyle Roger Harrison. Roger Lyle Harrison, Sr., entered into a written five-year farm management contract with Harrison Farm Management, LLC, and on October 30, 2011, the contract was amended so as to provide: " 'If this five[-]year contract is cancelled any time prior to January 2017, Harrison Farm Management LLC will immediately be awarded a cancellation penalty payment of twice the bin management fee of $1.00 per bushel which equals two times the 56,400 bushel bin capacity of $112,800.' " Plaintiffs never were consulted ahead of time about replacing Hertz Farm Management or about entering into this five-year contract with Harrison Farm Management, LLC. Plaintiffs regarded the new contractual arrangements as detrimental to them.

¶ 25 On February 7, 2011, Charlotte Harrison Huggins terminated the partnership by written notice to Roger Lyle Harrison, Sr. Plaintiffs made repeated requests for an accounting, but Roger Lyle Harrison, Sr., Lyle Roger Harrison, and Harrison Farm Management, LLC, refused these requests. Those three defendants had been controlling and operating the farmland to the exclusion of plaintiffs—and without making an adequate accounting to plaintiffs of the income or disbursements or net profits and losses of the partnership. They continued this exclusive dominion even after the termination of the partnership.

¶ 26 Plaintiffs requested the entry of a default judgment against Roger Lyle Harrison, Sr., to conform with the default judgment entered against him on April 27, 2012, and they requested a full accounting of the partnership from January 1, 2010, until the date of its termination, February 7, 2011.

¶ 27 3. *Count III: An Action To Quiet Title*

¶ 28 Count III was an action to quiet title, and it was directed against the estate of Roger Lyle Harrison, Sr.; the Roger Lyle Harrison Senior Revocable Trust, dated July 10, 2012

(Roger Lyle Harrison Senior Revocable Trust); Roger Lyle Harrison, Jr.; Lyle Roger Harrison; Lux Harry Harrison; Andrew Lux Harrison; and Peter Andrew Harrison. This count alleged substantially as follows.

¶ 29 Roger Lyle Harrison, Sr., executed two instruments and caused them to be recorded in the office of the Moultrie County clerk and recorder: (1) a warranty deed in trust dated July 25, 2012, and recorded as document No. 295703 and (2) a warranty deed in trust dated August 13, 2012, and recorded as document No. 295848.

¶ 30 On September 9, 2013, Roger Lyle Harrison, Jr., Lyle Roger Harrison, Lux Harry Harrison, and Andrew Lux Harrison and Peter Andrew Harrison, individually and as cotrustees of the Roger Lyle Harrison Senior Revocable Trust, executed and caused three warranty deeds in trust to be recorded in the office of the Moultrie County clerk as document Nos. 298597, 298598, and 298599.

¶ 31 Plaintiffs alleged that although those five instruments were "invalid and inoperative," they created a cloud on plaintiffs' title to the farmland. Plaintiffs requested an order removing those five instruments from the public records of Moultrie County and declaring those instruments to be null and void and to be no cloud on plaintiffs' title.

¶ 32 4. *Count IV: An Action for Slander of Title*

¶ 33 Count IV was directed against Roger Lyle Harrison, Jr., Lyle Roger Harrison, Lux Harry Harrison, and Andrew Lux Harrison and Peter Andrew Harrison, individually and as cotrustees of the Roger Lyle Harrison Senior Revocable Trust. It alleged that by recording document Nos. 298597, 298598, and 298599 (referenced in the preceding count), those defendants had intentionally and maliciously slandered plaintiffs' title to their undivided share of the farmland.

¶ 34 5. *Count V: An Action for Waste*

¶ 35 Count V was directed against the estate of Roger Lyle Harrison, Sr., the Roger Lyle Harrison Senior Revocable Trust, Lyle Roger Harrison, and Harrison Farm Management, LLC. This count alleged that during the time when those defendants had exclusive control of the farm operation, the soil became depleted due to the failure to follow reasonable standards of husbandry and, consequently, the "court-appointed farm manager[,] Hardware State Bank[,] [was] requesting that potash be applied to the Property's soil at an estimated cost of $30,000.00."

¶ 36 B. The Court-Ordered Deadline for Answering the Second Amended Complaint

¶ 37 On October 7, 2014, by agreement of the parties, the trial court ordered defendants to answer, or otherwise plead to, the second amended complaint within 45 days.

¶ 38 C. The Default Order

¶ 39 On August 11, 2015, plaintiffs moved for a default order because defendants had not answered the second amended complaint, even though plaintiffs had given them an extension until December 3, 2014, to answer or to otherwise plead.

¶ 40 On October 26, 2015, the trial court granted plaintiffs' motion for a default order, holding the allegations of the second amended complaint to be admitted by defendants.

¶ 41 D. Refusal To Vacate the Default

¶ 42 On November 25, 2015, defendants, through their attorney, Alon Stein, moved to set aside the default, appending to their motion a proposed answer to the second amended complaint, along with affirmative defenses.

¶ 43 On January 13, 2016, the trial court declined to vacate the default. The court explained:

"THE COURT: Thank you, gentlemen. The record should be clear on this, part of the reason why the Court granted the Order of Default is the fact that these Defendants have repeatedly, through the course of this litigation, done any and everything they can to delay resolution and finality of this case, and the Court's taken that into account in considering your motion to vacate, Mr. Stein. I understand and recognize the position counsel's put in, but the Court will not and cannot ignore the misconduct of these Defendants throughout this litigation from day one, from day one with their approach, and I've said it many times, that's the strangest Appellate opinion [(*Huggins v. Harrison*, 2013 IL App (4th) 120956-U)], albeit order of Rule 23, that I've ever read, where the Appellate Court is saying: Settle this case because it's going to be costly and painful. I can't speak to the cost, but I can certainly speak to the pain. It's been painful for everybody, counsel included and the Court. This case—these Defendants have had ample opportunity to advance this litigation and have chosen not to before you got in it and since you've gotten into this case. When counsel enters a case where there have been three previous lawyers that have been in and have gotten out, you come burdened into the case with the conduct of the clients before you got in it. That's what—the position you're in and have been in from the get-go. So the request to vacate is denied. No written order thereto required."

¶ 44 The trial court then took up a motion by Stein to withdraw from representing defendants. The court gave Stein permission to withdraw.

¶ 45 E. The Evidentiary Hearing

¶ 46 On October 20, 2016, the trial court held a hearing on various pending motions, including plaintiffs' fifth motion to extend a farm management agreement. (On September 17, 2012, on plaintiffs' motion, the trial court appointed Hardware State Bank, in Lovington, Illinois, as a receiver, to manage the farmland in dispute.) Defendants did not appear. The court extended the farm management agreement until June 20, 2017, and made other rulings, including the denial of defendants' second and third motions for recusal of the judge. The docket entry for that date concludes:

> "Cause allotted for hearing on the Motion for Issuance of Partition Deeds, Determination of Monetary Damages, and Award of Attorneys' Fees and Expense[s] with the supporting memorandum on December 7, 2016, 9:30 a.m. Defendant Lyle Harrison ordered to appear. Mr. Runyon [(plaintiffs' attorney)] to send notice[,] including language that failure to appear will result in the issuance of an order of body attachment."

¶ 47 On December 7, 2016, the trial court held the scheduled evidentiary hearing, at which defendants failed to appear.

¶ 48 F. The Judgment Order

¶ 49 On December 9, 2016, the trial court entered a "Judgment Order," which partitioned the farmland and awarded plaintiffs a money judgment against defendants in the total amount of $608,891.69, "inclusive of the partition owelty payment, the Judicial Deed recording fees, the proven damages [on counts II and V], prejudgment interest, attorneys' fees, court costs, and other legal expenses." The court stated: "The equities of this case are with Plaintiffs who, due to the blatant dilatory tactics of Defendants, were caused to engage in long and costly litigation to defeat baseless claims and assertions completely devoid of factual or legal merit."

¶ 50 This appeal followed.

¶ 51 II. ANALYSIS

¶ 52 A. The Claim of Judicial Bias

¶ 53 In this appeal, defendants challenge three orders: (1) the order appointing Hardware State Bank as a receiver, which the trial court entered on September 17, 2012; (2) the default order, which the court entered on October 26, 2015; and (3) the judgment order, which the court entered on December 9, 2016. Defendants argue we should overturn those orders because the trial judge, Dan L. Flannell, owned stock in Hardware State Bank and thus was under a conflict of interest, and also because Judge Flannell communicated *ex parte* with Hardware State Bank before appointing it as a receiver.

¶ 54 We considered and rejected both of those arguments in the first appeal in this case. *Huggins*, 2013 IL App (4th) 120956-U ¶¶ 75-80. We held that, "[a]bsent contrary evidence, the judge's five shares [in Hardware State Bank were] a *de minimis* economic interest" and, thus, were not cause for disqualification under Rule 63(C)(1)(d) of the Code of Judicial Conduct (Ill. S. Ct. R. 63(C)(1)(d) (eff. Apr. 16, 2007). *Huggins*, 2013 IL App (4th) 120956-U, ¶77. We quoted a remark Judge Flannell made in a hearing on September 7, 2012: " 'I don't know how many shares there are in the Hardware State Bank, but I can assure you that five of them does not put me in much of a position of power.' " *Id.* ¶ 46. As for the *ex parte* communication, all Judge Flannell had done was telephone Hardware State Bank to inquire if it still did farm management. *Id.* ¶ 48. We held that because (1) this "communication was an effort to determine if [Hardware State Bank's] appointment was a legal impossibility and did not concern any substantive matter of the motion" and (2) Judge Flannell disclosed the communication to the parties, this was an *ex parte* communication that Rules 63(A)(4)(a)(i) and (ii) (Ill. S. Ct. Rs. 63(A)(4)(a)(i), (ii) (eff.

Apr. 16, 2007)) permitted. *Huggins*, 2013 IL App (4th) 120956-U, ¶ 80. We decide, *de novo*, that those holdings are the law of the case and that defendants may not relitigate them. See *Rommel v. Illinois State Toll Highway Authority*, 2013 IL App (2d) 120273, ¶¶ 14-15.

¶ 55 B. Defendants' Admission of the Second Amended Complaint by Default (Except the Allegations of Damages) and the Justice of Refusing To Vacate the Default

¶ 56 Because the Code of Civil Procedure does not specify how long a party has to answer an amended pleading, that deadline is left up to the trial court's discretion. See *In re Detention of Duke*, 2013 IL App (1st) 121722 ¶ 24 ("The procedure to follow when answering an amended pleading is not covered by the Illinois Code of Civil Procedure, but left to the discretion of the circuit court."). On October 7, 2014, in an agreed-upon order, the court directed defendants to answer the second amended complaint within 45 days. Defendants failed to do so. Therefore, defendants were deemed to have admitted all the allegations in the second amended complaint except the allegations of damages. See 735 ILCS 5/2-610(b) (West 2014). "Every allegation, except allegations of damages, not explicitly denied is admitted, unless the party states in his or her pleading that he or she has no knowledge thereof sufficient to form a belief, and attaches an affidavit of the truth of the statement of want of knowledge, or unless the party has had no opportunity to deny." *Id.*

¶ 57 "The court may in its discretion, before final order or judgment, set aside any default ***." 735 ILCS 5/2-1301(e) (West 2014). Before the final judgment, defendants' attorney moved to set aside the default, and the trial court denied the motion. We review this denial for an abuse of discretion. See *Wells Fargo Bank, N.A. v. Simpson*, 2015 IL App (1st) 142925 ¶ 32. This is a deferential standard of review. A trial court abuses its discretion if it

makes an arbitrary decision, without using conscientious judgment, or if its decision exceeds the bounds of reason and ignores principles of law, thereby inflicting substantial prejudice. *Id.*

¶ 58 Using its conscientious judgment, the trial court had to decide whether vacating the default would accomplish substantial justice between the parties. See *In re Haley D.*, 2011 IL 110886 ¶ 69. "In making this assessment, a court should consider all events leading up to the judgment. What is just and proper must be determined by the facts of each case, not by a hard and fast rule applicable to all situations regardless of the outcome." (Internal quotation marks omitted.) *Id.*

¶ 59 When we review the record before us, we see some basis for the trial court's assessment that defendants had been dilatory in the conduct of this litigation. They went through four attorneys. In addition to the aforementioned unsuccessful appeal from the appointment of a receiver and Judge Flannell's refusal to recuse himself (*Huggins*, 2013 IL App (4th) 120956-U), defendants appealed a second time, from an order of indirect civil contempt, and some four months later, we dismissed that appeal because defendants had failed to file a brief (*Huggins v. Harrison*, No. 4-13-0327 (Sept. 9, 2013)). (The contempt order was dated April 25, 2013. The trial court had held Lyle Roger Harrison in indirect civil contempt for violating an order requiring (1) prior court approval of any proposed sale of crops and (2) the delivery of farm accounts and records and the 2012 crop, in whatever form it existed, to the receiver.) Defendants did not appear at the hearing of October 26, 2015, when the court granted plaintiffs' motion for an order of default, and as of that date, the deadline for answering the second amended complaint had expired 339 days ago. (On October 7, 2014, the court ordered defendants to answer the second amended complaint within 45 days, that is, by November 21, 2014. On October 26, 2015, which was 339 days later, the court granted plaintiffs' motion for an order of default.)

¶ 60 In sum, the record supports the trial court's finding that "these Defendants have repeatedly, through the course of this litigation, done any and everything they can to delay resolution and finality of this case." Therefore, the court did not make an arbitrary or unreasonable decision by concluding that substantial justice called for the denial of defendants' motion to vacate the default. See *Wells Fargo*, 2015 IL App (1st) 142925 ¶ 32. Finding no abuse of discretion, we leave the default order undisturbed. See *id.*

¶ 61 C. Defendants' Motion To File the Same Joint Brief for Both Appeals

¶ 62 There are two appeals in this case, one by Roger Lyle Harrison, Jr. (case No. 4-17-0026), and the other by Lyle Roger Harrison (case No. 4-17-0033). On March 28, 2017, we granted a motion by defendants to consolidate the two appeals. On May 23, 2017, defendants filed a motion that we consider their joint brief as applying to both appeals. We grant the motion, both as to defendants' initial brief and their reply brief. In other words, defendants together have filed one brief, which we will regard as applying to both appeals, and they together have filed one reply brief, which we likewise will regard as applying to both appeals.

¶ 63 D. Plaintiffs' Motion for Sanctions

¶ 64 Pursuant to Illinois Supreme Court Rule 375 (eff. Feb. 1, 1994), plaintiffs have filed a motion for the imposition of sanctions against defendants. In their reply brief, defendants argue against the motion.

¶ 65 Plaintiffs give two reasons for the proposed imposition of sanctions: (1) defendants' brief is in noncompliance with Illinois Supreme Court Rule 341 (eff. Jan. 1, 2016), and (2) defendants' consolidated appeals are frivolous, and in their appeals, they take positions lacking any basis in fact or law.

¶ 66 Those two reasons correspond to the two paragraphs of Rule 375:

"(a) Failure to Comply With Appeals Rules. If after reasonable notice and an opportunity to respond, a party or an attorney for a party or parties is determined to have wilfully failed to comply with the appeal rules, appropriate sanctions may be imposed upon such a party or attorney for the failure to comply with these rules. Appropriate sanctions for violations of this section may include an order that a party be barred from presenting a claim or defense relating to any issue to which refusal or failure to comply with the rules relates, or that judgment be entered on that issue as to the other party, or that a dismissal of a party's appeal as to that issue be entered, or that any portion of a party's brief relating to that issue be stricken. Additionally, sanctions involving an order to pay a fine, where appropriate, may also be ordered against any party or attorney for a party or parties.

(b) Appeal or Other Action Not Taken in Good Faith; Frivolous Appeals or Other Actions. If, after consideration of an appeal or other action pursued in a reviewing court, it is determined that the appeal or other action itself is frivolous, or that an appeal or other action was not taken in good faith, for an improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation, or the manner of prosecuting or defending the appeal or other action is for such purpose, an appropriate sanction may be imposed upon any party or the attorney or attorneys of the party or parties. An appeal or other action will be deemed frivolous where it is not reasonably well grounded in fact and not warranted by existing law or a good-faith argument for the extension, modification, or reversal of existing law. An appeal or other action will be

deemed to have been taken or prosecuted for an improper purpose where the primary purpose of the appeal or other action is to delay, harass, or cause needless expense.

Appropriate sanctions for violation of this section may include an order to pay to the other party or parties damages, the reasonable costs of the appeal or other action, and any other expenses necessarily incurred by the filing of the appeal or other action, including reasonable attorney fees.

A reviewing court may impose a sanction upon a party or an attorney for a party upon the motion of another party or parties, or on the reviewing court's own initiative where the court deems it appropriate. If the reviewing court initiates the sanction, it shall require the party or attorney, or both, to show cause why such a sanction should not be imposed before imposing the sanction. Where a sanction is imposed, the reviewing court will set forth the reasons and basis for the sanction in its opinion or in a separate written order." Ill. S. Ct. R. 375 (eff. Feb. 1, 1994).

¶ 67 Let us first consider paragraph (a). We agree that defendants' brief is pervasively noncompliant with Rule 341, but we cannot reasonably infer that the noncompliance is *willful*, that is, obstinate and intentional. See Ill. S. Ct. R. 375(a) (eff. Feb. 1, 1994) ("wilfully failed to comply with the appeal rules"); Merriam-Webster's Collegiate Dictionary 1349 (10th ed. 2000) (defining "willful" as "1. obstinately and often perversely self-willed" and "2. done deliberately: INTENTIONAL"). Defendants are *pro se* appellants, who have made *some* effort to comply with Rule 341. Their brief is divided into sections, as Rule 341 requires (points and authorities, the nature of the case, issues presented for review, a jurisdictional statement, a statement of facts, the standard of review on appeal, an argument, a conclusion, and an appendix). Granted, the contents

of those sections often are in noncompliance with Rule 341, *e.g.*, defendants do not state the facts necessary to an understanding of the case (Ill. S. Ct. R. 341(h)(6) (eff. Jan. 1, 2016)); their argument is more a series of assertions than a reasoned argument backed up by the citation of authorities (see Ill. S. Ct. R. 341(h)(7) (eff. Jan. 1, 2016)); and in the relatively rare instances when defendants cite the record, the page they cite typically does not support the factual representation they are making (see Ill. S. Ct. Rs. 341(h)(6), (7) (eff. Jan. 1, 2016)). Considering, however, that these defendants are not attorneys, it would be more reasonable to infer that instead of being obstinate and intentional violators of Rule 341, they simply are unskilled at writing an appellate brief. To be sure, the Illinois Supreme Court Rules apply to *pro se* litigants just as they apply to everyone else (*Coleman v. Akpakpan*, 402 Ill. App. 3d 822, 825 (2010)), but Rule 375(a), by its terms, requires willfulness as a condition of imposing sanctions, and we are unconvinced we could justifiably draw an inference of willfulness. Therefore, we decline to impose any sanction under Rule 375(a).

¶ 68 Next, we consider paragraph (b) of Rule 375 (Ill. S. Ct. R. 375(b) (eff. Feb. 1, 1994)). Under paragraph (b), we may impose sanctions in either of three circumstances: (1) the appeal or other action itself is frivolous; (2) the appeal or other action was not taken in good faith, or it was taken for an improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation; or (3) the manner of prosecuting or defending the appeal or other action is for such a purpose. *Id.*

¶ 69 Because there are no hard and fast rules when it comes to deciding whether to vacate a default, and because the law abhors a default, we are unconvinced that defendants' appeal is, in itself, frivolous or in bad faith. As the supreme court says, "entry of default is a drastic remedy that should be used only as a last resort. [Citation.] The law prefers that

controversies be determined according to the substantive rights of the parties. [Citation.] The provisions of the Code of Civil Procedure governing relief from defaults are to be liberally construed toward that end." *Haley D.*, 2011 IL 110886 ¶ 69. "Where a litigant seeks to set aside a default under section 2-1301(e), which governs before final judgment has been entered or within 30 days thereafter, the litigant *need not necessarily* show the existence of a meritorious defense and a reasonable excuse for not having timely asserted such defense." (Emphasis added.) *Id.* ¶ 57. Given those pronouncements by the supreme court in *Haley D.*, we do not find this appeal to be, in and of itself, frivolous or in bad faith. In other words, from an objective point of view, we do not find that the filing of a notice of appeal, by either defendant, was a frivolous act.

¶ 70 Even though an appeal, in and of itself, is objectively defensible, the factual representations and the arguments an appellant makes within the appeal can be indefensible. The *conduct* of a reasonable appeal can be frivolous. "The determination that the appeal is frivolous *or* the conduct is improper is based on an objective standard of conduct, *viz.*, an appeal will be found to be frivolous if a reasonable prudent attorney would not in good faith have brought such an appeal, *or* the appeal conduct will be found to be improper if a reasonable prudent attorney would not have engaged in such conduct." (Emphases added.) Ill. S. Ct. R. 375, Committee Comments of Aug. 1, 1989 (eff. Feb. 1, 1994).

¶ 71 A reasonable, prudent attorney would not have resurrected the claim of judicial bias unless he or she could honestly argue a recognized exception to the law of the case. There are two exceptions to that doctrine. *Alwin v. Village of Wheeling*, 371 Ill. App. 3d 898, 911 (2007). The first exception is that after the lower court issued its decision, a higher court issued a contrary decision on the same issue. *Id.* The first exception is inapplicable to this case because a higher court has not issued a decision that is contrary to the appellate court's decision in the first

appeal. The second exception "allows the reviewing court to depart from the doctrine of the law of the case if the court finds that its prior decision was palpably erroneous, but only when the court remanded the case for a new trial on all issues." (Internal quotation marks omitted.) *Id.* The second exception is inapplicable because we never remanded this case for a new trial on all issues. Not only do defendants in this case fail to argue either exception (indeed, it would be untenable for them to do so), but they do not even acknowledge our holdings in the first appeal.

¶ 72 Further, no reasonable, prudent attorney would have made the scandalous, unsubstantiated allegations against Judge Flannell that defendants make in their brief.

¶ 73 For example, defendants state, without any citation to the record: "Throughout the case, Judge Dan L. Flannell was constantly threatening [defendants]. Judge Dan Flannell verbally assaulted Roger L. Harrison Sr. during the March 27, 2012[,] hearing, because Roger Sr. was the sole Trustee and he refused to take the Trust Assets from his children and give them to Judge Dan Flannell or Charlotte Huggins." The transcript of that hearing is in the record. According to the transcript, two attorneys appeared for plaintiffs, and "[d]efendant Harrison appear[ed] pro se." We are not sure which Harrison this was. Maybe it was Roger Lyle Harrison, Sr. In any event, we do not see anywhere in that transcript where Judge Flannell ordered Roger Lyle Harrison, Sr., to turn over trust assets to him or to Charlotte Huggins, and defendants do not cite the page of the transcript where he allegedly did so. Nor do we see where Judge Flannell was verbally abusive toward Harrison. Instead, quite civilly, Judge Flannell cautioned Harrison against making defamatory or factually baseless allegations in his filings—an admonition that Harrison evidently needed, considering the excerpts that came up for discussion in that hearing.

¶ 74 Defendants would have done well to heed that admonition. We find, for example, the following representation in their brief: "The Order of Default on October 26, 2015 [citation,]

occurred because Judge Dan L. Flannell had previously incarcerated (December 19, 2014—July 17, 2015) Lyle R. Harrison for 211 days and told him in open court, 'You are not allowed to file a counterclaim against my bank, Hardware State Bank, and I will hold you in contempt of court to make you serve a LIFE-SENTENCE until you sign over your farmland to my bank or you sign withdrawing your counterclaims against my bank.' " In support of that representation, they cite no transcript in this case. Instead, they cite a document in their appendix, an "Order of Adjudication of Direct Criminal Contempt," which Judge Flannell entered on March 3, 2014, in a different case, *In re Estate of Harrison*, No. 2013-P-26 (Cir. Ct. Moultrie Cty.). According to that order, Judge Flannell found Roger Lyle Harrison, Jr., to be in direct criminal contempt because on February 28, 2014, after accepting a nomination for appointment as the administrator of the estate of his father, Roger Lyle Harrison, Sr., he refused, in open court, to sign an oath of office and bond. Not only that, but he refused to give any explanation for his refusal. Defendants appear to be fabricating facts while hoping we do not check the pages they cite.

¶ 75 This is hardly an isolated instance. As another example, defendants tell us that Hardware State Bank was Judge Flannell's "largest investment defined as a Class E investment with a value of $100,000 - $250,000." When we look at the pages of their appendix that defendants cite, we find statements, filed with the supreme court, indicating that Judge Flannell does indeed own accounts and common stock at Hardware State Bank (the stock is held in an individual retirement account), but, as far as we can see, these statements say nothing about the value of the accounts and stock. It appears the only thing labeled "E" is Judge Flannell's *debt* to Hardware State Bank ("Creditors to whom amounts in excess of $500 are owed").

¶ 76 Also, defendants represent to us: "Judge Dan L. Flannell immediately began to pay himself, as a common stockholder in Hardware State Bank, from the orders he was signing!"

Again defendants cite their appendix, and the cited document is merely the order of September 17, 2012, in which Judge Flannell appointed Hardware State Bank as the farm manager. Although the order expressly contemplates that Hardware State Bank will be compensated for its services ("[c]ompensation of the Bank for its services must be approved by this Court upon proper petition"), the order, standing alone, does not prove that Judge Flannell personally received any funds as a result of fees paid to Hardware State Bank for its services as the farm manager. No reasonable person would simplistically assume that just because Hardware State Bank was compensated for its services, the compensation automatically flowed through to the stockholders.

¶ 77 To take a final example, defendants represent to us: "Judge Dan L. Flannell rejected Lyle's motion to vacate the default judgment Sua Sponte, because it contained a counterclaim and [third-]party claim against the Bank he owns common stock in, Hardware State Bank." Then, in a footnote to "Sua Sponte," defendants state: "Dan Flannell rejected the Motion to vacate the default judgment without any filing from the Plaintiff's [*sic*][,] because Judge Dan Flannell had already made up his mind that he would decide the outcome of the case regardless of the filings, and He stated this in open Court March 27, 2012 (R4735)." When we turn to that cited page of the record, Judge Flannell does not say anything remotely resembling what defendants claim he said. Instead, he told the parties that if they could not agree on the ownership of the farmland, it probably would be he deciding that question, as opposed to his merely acceding to "some kind of document that comes in from a lawyer that says, here's what Robert V. Elder or anybody else thinks is the title." In this context, Judge Flannell was responding to a question by "MR. HARRISON" as to whether a legal opinion of title would suffice as proof of ownership. He told Harrison: "I can assure there is no animal, such as a letter

from a lawyer that says, 'Here's who I believe owns this property,' that will carry any weight in this or any other courtroom. It will be up to the Plaintiffs to prove the ownership interest of their client, clients with credible evidence." Not only do defendants distort these remarks beyond recognition, but they make another false representation to us when they say that Judge Flannell acted *sua sponte* when denying their motion to vacate the default judgment. Actually, on January 11, 2016, plaintiffs filed an 11-page memorandum entitled "Plaintiffs' Response to Motion To Set Aside and Vacate Order of Default," and on January 13, 2016, plaintiffs' attorney appeared at the hearing on the motion to vacate the default and argued against the motion. After hearing arguments from both sides, Judge Flannell said, "Thank you, gentlemen," and then denied the motion, explaining why. We quoted his explanation earlier in this order.

¶ 78 In sum, defendants' brief is the antithesis of what a reasonable, prudent attorney would file, and we grant plaintiffs' motion for sanctions on the ground that defendants' conduct of this appeal has been frivolous. We order plaintiffs to file a fee affidavit within 30 days.

¶ 79 III. CONCLUSION

¶ 80 For the foregoing reasons, we affirm the trial court's judgment.

¶ 81 Affirmed.

FILED
APR 15 2016
CARLA BENDER
Clerk of the
Appellate Court, 4th District

STATE OF ILLINOIS
APPELLATE COURT
FOURTH DISTRICT
201 W. MONROE STREET
P.O. BOX 19206
SPRINGFIELD, IL 62794-9206

CLERK OF THE COURT
(217) 782-2586

RESEARCH DIRECTOR
(217) 782-3528

Appeal from the Circuit Court of County of Moultrie

Trial Court No.: 11CH27

THE COURT HAS THIS DAY, 04/15/16, ENTERED THE FOLLOWING ORDER IN THE CASE OF:

Gen. No.: 4-16-0126

Huggins, Charlotte et al. v. Harrison, Lyle Roger et al.

The appellee's motion to dismiss is GRANTED for lack of a final appealable order.

Costs are taxed against the appellant. The appellee is directed to submit an itemized and verified bill of costs pursuant to Supreme Court Rule 374.

Any objections to the bill of costs must be filed within 10 days after service of the bill of costs, unless the time is extended by the court.

Carla Bender

CARLA BENDER, CLERK

cc: Richard D. Grossman
Law Offices of Richard D. Grossman
211 W. Wacker Dr., Ste. 710
Chicago, IL 60606

✓Lyle Roger Harrison
1007 Ashland Avenue
Evanston, IL 60202

Appendix E* - 622

CLIENT'S COPY

1981

ILLINOIS FORM IL-1041 (R-11/81)

FIDUCIARY INCOME & REPLACEMENT TAX RETURN

FOR CALENDAR YEAR 1981

or other taxable year beginning 19___, ending _____19____.

For Official Use Only

Federal Employer Identification Number: 3 6 - 6 6 3 9 3 3

THIS RETURN MUST BE FILED ON OR BEFORE THE 15TH DAY OF THE 4TH MONTH FOLLOWING THE CLOSE OF THE TAXABLE YEAR

Mail to: Illinois Department of Revenue P.O. Box 3506 Springfield, Illinois 62708

Number and/or Name

LINE 1 (OR) TRUST Lyle L. Harrison Revocable Trust

Last Name, First Name

LINE 2 ESTATE OF

LINE 2 % Roger L. Harrison, Trustee

LINE 3 Address Number and Street 1007 Ashland Avenue

LINE 4 City Evanston | State IL | ZIP Code 60202

Check applicable boxes:
- ☐ First Return
- ☐ Address Change
- ☐ Final Return

Your Telephone Number

SCHEDULE A – COMPUTATION OF FIDUCIARY BASE INCOME

1. TAXABLE INCOME from the U.S. Form 1041.	(1.)	$ 16,773	05
2. ADDITIONS *(Schedule B, Column A, line 2).*	(2.)	1,563	71
3. Line 1 plus line 2	(3.)	18,336	76
4. SUBTRACTIONS *(Schedule B, Column A, line 4)*	(4.)	1,512	13
5. FIDUCIARY BASE INCOME (line 3 minus line 4) If the estate or trust is a resident of Illinois, enter this amount on Schedule C, Part I, line 1. If the estate or trust is a nonresident of Illinois, enter this amount on Schedule NR, Part III, line 2 and then complete Schedule NR	(5.)	16,824	63

SCHEDULE C - PART I – COMPUTATION OF INCOME TAX

1. Fiduciary base income allocable to Illinois *(Schedule A, line 5 or Schedule NR, Part I, line 24, whichever is applicable)*	(1.)	$ 16,824	63
2. Standard exemption *(Residents enter $1,000. Nonresidents enter the amount shown on Schedule NR, Part III, line 4)*	(2.)	1,000	00
3. NET INCOME *(line 1 minus line 2).*	(3.)	15,824	63
4. INCOME TAX *(line 3 multiplied by .025 (2½%))*	(4.)	395	62

SCHEDULE C - PART II – COMPUTATION OF REPLACEMENT TAX (APPLIES TO TRUSTS ONLY)

1. Fiduciary base income allocable to Illinois *(from Schedule C, Part I, line 1)*	(1.)		$ 16,824	63
2. a. Illinois Replacement Tax deducted in arriving at federal taxable income	(2a.)	99.89		
b. Decimal from Schedule NR, Part II, line 5; if no entry is made in Part II, enter 1.000.	(2b.)	1.000		
3. Line 2a multiplied by line 2b	(3.)		99	89
4. Line 1 plus line 3	(4.)		16,924	52
5. Fiduciary base income from Schedule A, line 5	(5.)		16,824	63
6. Illinois Replacement Tax deducted in arriving at federal taxable income	(6.)		99	89
7. Add lines 5 and 6	(7.)		16,924	52
8. Divide line 4 by line 7 *(if line 4 exceeds line 7 enter 1.000)*	(8.)		1.000	
9. Exemption *(multiply $1,000 by line 8)*	(9.)		1,000	00
10. Replacement Tax NET INCOME *(line 4 minus line 9)*	(10.)		15,924	52
11. Replacement Income Tax *(line 10 multiplied by .015 (1½%))*	(11.)		238	87

SCHEDULE C - PART III – TOTAL TAX DUE

1. Total Tax Due *(sum of Schedule C, Part I, line 4 and Part II, line 11)*	(1.)	$ 634	49
2. Total Tax Payments and Credits (See Instruction 13.) Enter on line 2 the total of Illinois income tax withheld on wages (attach W-2 forms), any tax paid with respect to regular income tax and replacement income tax on Form IL-505-B, and any foreign tax credit (attach supporting worksheet and documentation per Instruction 13)	(2.)	$	
3. If line 1 is greater than line 2, enter difference here. **This Is The Balance Of Tax Due.** If this form is filed late attach a computation of the penalty for late filing (see Instruction 3C) and include this amount with your remittance	(3.)	$ 634	49
4. If line 1 is less than line 2, enter difference here. **This Is The Refund Due.** (No refund will be made if less than $1.00)	(4.)	$	

Official Use Only

THE FOLLOWING INFORMATION MUST BE FURNISHED:

1. Check whether: ☐ Estate ☐ Simple Trust ☒ Complex Trust
2. If trust, check whether: ☐ Testamentary ☒ Inter vivos
3. Date trust was created or, if an estate, date of decedent's death: May 1, 1980
4. Is the estate or trust a resident of Illinois? ☒ Yes ☐ No
5. Did this estate or trust receive income from a partnership or another estate or trust? ☐ Yes ☒ No
   If yes, attach a list of all such partnerships, estates or trusts showing name, address and Federal Employer Identification Number of each.
6. Check the method of accounting used in preparing this return: ☒ Cash ☐ Accrual ☐ Other(specify):

Attach Check or Money Order Here Payable to Illinois Dept. of Revenue

SIGNATURE AND VERIFICATION: I declare under the penalties of perjury that this return, including any accompanying schedules and statements, has been examined by me and to the best of my knowledge and belief is a true, correct and complete return. If the return is prepared by a person other than the taxpayer, his declaration is based on all the information relating to the matters required to be reported in the return of which he has knowledge.

2/4/82 (Date) SIGN HERE Roger L. Harrison, Trustee (Signature of fiduciary or officer representing fiduciary)

2/4/82 (Date) Ralph C. Hagen Jr. (Signature of preparer other than fiduciary) Ball, Boyd & Lloyd 70 W. Madison, St., Chicago, Il (SSN or FEIN) (Address) 60602

NR | SC | EB | OS | OB | NX | CA | WW | PA | IT | DR | ID

Name of estate or trust (as shown on page one)	Federal Employer Identification Number

SCHEDULE B—ADDITIONS AND SUBTRACTIONS APPLICABLE TO FIDUCIARY AND BENEFICIARIES

	(A) Fiduciary	(B) Beneficiaries
1. ADDITIONS:		
a. Exemption claimed on U.S. Form 1041, page 1. . . . (1a.)	100.00	
b. Adjustment of interest/dividend exclusion deducted in arriving at taxable income on U.S. Form 1041, page 1 . . . (1b.)	200.00	
c. Capital gain deduction reported on U.S. Form 1041, Schedule D. . . . (1c.)	1,097.23	
d. Illinois income tax deducted in arriving at taxable income on U.S. Form 1041. . . . (1d.)	166.48	
e. State, municipal and other tax-exempt interest from U.S. Form 1041, Schedule C. . . . (1e.)		
f. Other additions *(specify)* _____ (1f.)		
2. TOTAL ADDITIONS *(sum of lines 1a through 1f)* Enter on Schedule A, page 1, line 2, the amount shown in Column A. Enter on Schedule D, Column 4, the amount shown in Column B . . . (2.)	1,563.71	
3. SUBTRACTIONS:		
a. August 1, 1969, valuation limitation amount on certain gains — from Schedule F (Form IL-1041), line 18. Attach Schedule F (Form IL-1041) and Schedule D (U.S. Form 1041) and U.S. Form 4797, if filed. . . . (3a.)		
b. Payments from certain employee plans which were included in taxable income on Form IL-1041, page 1, Schedule A, line 1. *(See line 3b instruction below)* . . . (3b.)		
c. Interest income on U.S. Treasury obligations . . . (3c.)	1,512.13	
d. Other subtractions *(specify)* _____ (3d.)		
4. TOTAL SUBTRACTIONS *(sum of lines 3a through 3d)* Enter on page 1, Schedule A, line 4, the amount shown in Column A. Enter on Schedule D, Column 5 the amount shown in Column B. . . . (4.)	1,512.13	

ADDITIONS AND SUBTRACTIONS are attributable to the fiduciary or beneficiaries depending on whether the item is included in the income of the fiduciary or the beneficiaries.

Line 1a — Enter the exemption claimed on U.S. Form 1041, page 1.

Line 1b — Enter the amount of interest/dividend exclusion adjustment claimed on U.S. Form 1041, page 1.

Line 1c — Enter the capital gain deduction from U.S. Form 1041, Schedule D.

Line 1d — Enter the amount of Illinois income tax deducted from gross income in the computation of taxable income on U.S. Form 1041.

Line 1e — Enter the total of all amounts paid or accrued to the taxpayer as interest during the taxable year to the extent excluded from gross income for federal income tax purposes.

Line 1f — Enter on this line the **ADDITIONS** from any partnership, or another estate or trust, in which this estate or trust is a partner or beneficiary.

Line 3a — Capital gain or Section 1245 or 1250 gain on property acquired before August 1, 1969, may be limited by the value of the property on August 1, 1969. See Schedule F (Form IL-1041) for instructions. Attach a copy of federal Schedule D and 4797, if filed, with Illinois Schedule F.

Line 3b — If the estate or trust received a distribution from a qualified employee pension, profit-sharing, stock bonus or bond purchase plan, or from a government (including military) retirement or disability plan, enter the amount of any such distribution that was included in taxable income on U.S. Form 1041.

If the fiduciary is receiving pension or annuity payments from any such plan, attach a copy of U.S. Form 1041, page 1 (and supporting schedule for line 9) to the IL-1041 filed. The amount of such payment claimed as a subtraction is included in the amount reported on U.S. Form 1041, line 9.

If the fiduciary received a lump-sum distribution of cash or property (for example, employer securities or retirement income, endowment or life insurance contracts) from any such plan, attach a copy of Schedule D and U.S. Form 1041, page 1 (and supporting schedule for line 9) to the IL-1041 filed. The amount claimed as a subtraction is the total of the amount of the distribution treated as long-term capital gain reported on Schedule D plus any amount treated as ordinary income in respect of the distribution and included in the amount on U.S. Form 1041, line 9.

If the fiduciary received U.S. Retirement Bonds from any such plan and reported income on redemption during the taxable year, attach a copy of U.S. Form 1041, page 1 (and supporting schedule for line 9) to the IL-1041 filed. The amount with respect to such redemption claimed as a subtraction is included in the amount on U.S. Form 1041, line 9.

If the fiduciary received employer securities in a distribution from any such plan, and recognized gain on the sale or exchange of such securities during the taxable year, the amount of any claimed subtraction in respect of such gain must be computed on Form IL-4644 and that form must be attached to the IL-1041 filed. Form IL-4644 is available at the Department of Revenue offices or write P.O. Box 3545, Springfield, Illinois 62708.

FAILURE TO SUBSTANTIATE ANY AMOUNT CLAIMED AS A SUBTRACTION ON LINE 3a or 3b BY ATTACHING THE REQUESTED COPIES WILL RESULT IN A CORRECTION OF THE RETURN AND A REDETERMINATION OF REPORTED TAX LIABILITY.

Note: You must notify each beneficiary of his share of any amount included on line 3b of Column B which is attributable to a capital gain distribution or to a gain realized on the disposition of employer securities and advise the beneficiary that his share of any such amount is to be reported only if he is limiting capital gain on the disposition of property acquired before August 1, 1969, on Schedule F. If the beneficiary is an individual, he will include such amount on Form IL-1040, Schedule F, line 13. If the beneficiary is an estate or trust, the fiduciary will include such amount on Form IL-1041, Schedule F, line 14.

Line 3c — Enter the total interest received on U.S. Treasury bonds, notes, bills and savings bonds included in taxable income for federal income tax purposes.

Line 3d — Enter on this line:

(1) Any refund of an overpayment of Illinois income tax for a prior year to the extent included in the estate's or trust's federal taxable income.

(2) Any other income included in taxable income on U.S. Form 1041 which is exempt from taxation by Illinois. Examples of such income are listed in Income Tax Information Bulletin 1981-2 which is available from the Illinois Department of Revenue.

(3) The **SUBTRACTIONS** from any partnership in which the estate or trust is a partner, and the **SUBTRACTIONS** from any estate or trust in which this estate or trust is a beneficiary. DO NOT enter any August 1, 1969, Appreciation Amounts from such partnership or other fiduciary; these are entered on Schedule F (Form IL-1041).

Be sure to identify any amount entered in respect of this modification in the space provided.

App. 624

CLIENT'S COPY

Form **1041**
Department of the Treasury
Internal Revenue Service

U.S. Fiduciary Income Tax Return

For the calendar year 1981 or fiscal year
beginning _____, 1981, and ending _____, 19____

OMB No. 1545-0092

1981

Check applicable boxes:
- ☐ Decedent's estate
- ☐ Bankruptcy estate
- ☐ Testamentary trust
- ☐ Generation-skipping trust
- ☐ Simple trust ($300)
- ☒ Complex trust ($100)
- ☐ Complex trust ($300)
- ☐ Grantor type trust
- ☐ Family estate trust
- ☐ Pooled income fund

Name of estate or trust (Grantor type trust, see instructions)
Lyle L. Harrison Revocable Trust

Name and title of fiduciary
Roger L. Harrison, Trustee

Address of fiduciary (number and street)
1007 Ashland Avenue

City, State, and ZIP code
Evanston, IL. 60202

Employer identification number
36-6639133

Nonexempt charitable and split-interest trusts check applicable boxes (See instructions):
- ☐ Described in section 4947(a)(1)
- ☐ Not treated as a private foundation
- ☐ Described in section 4947(a)(2)

Check applicable boxes: First return ☐, change in fiduciary's name ☐ or address ☐, final return ☐, ancillary return ☐.

Income	1	Dividends (Enter full amount before exclusion)	1	255 50		
	2	Interest income (Enter full amount before exclusion)	2	16,782 23		
	3	Partnership income or (loss)	3			
	4	Income from another estate or trust	4			
	5	Net rent and royalty income or (loss) from line 44	5			
	6	Net business and farm income or (loss) (Attach Schedules C and F (Form 1040))	6			
	7	Capital gain or (loss) (Attach Schedule D (Form 1041))	7	1,828 72		
	8	Ordinary gain or (loss) (Attach Form 4797)	8			
	9	Other income (If over $400, attach a separate sheet listing payers and amounts)	9			
	10	Total income (Add lines 1 through 9) ▶			10	18,866 45
Deductions	11	Interest	11	67 96		
	12	Taxes	12	266 37		
	13	Charitable deduction (from line 53)	13			
	14	Fiduciary fees	14			
	15	Attorney, accountant, and return preparer fees	15	129 63		
	16	Other deductions (Attach a separate sheet listing deductions)	16	232 21		
	17	Total (Add lines 11 through 16) ▶			17	696 17
	18	Subtract line 17 from line 10			18	18,170 28
	19	Income distribution deduction (from line 68) (See specific instructions) (Attach Schedule K-1 (Form 1041))			19	
	20	Dividend and interest exclusion (See instructions)			20	200 00
	21	Estate tax deduction (Attach computation)			21	
	22	Long-term capital gain deduction from Schedule D (Form 1041) (Charity ☐—See instructions)			22	1,097 23
	23	Exemption			23	100 00
	24	Total (Add lines 19 through 23) ▶			24	1,397 23
	25	Taxable income of fiduciary (Subtract line 24 from line 18) ▶			25	16,773 05
Computation of Tax	26	a Regular tax 4,400.70; b Other tax _____; c Total ▶			26	4,400 70
	27	Credits: a Foreign tax _____; b Investment _____; c Total ▶			27	
	28	Credits: a WIN _____; b Jobs _____; c Total ▶			28	
	29	Total (Add lines 27 and 28) ▶			29	4,400 70
	30	Balance (Subtract line 29 from line 26)			30	
	31	Tax from: a Form 4255 _____; b Form 4626 _____; c Total ▶			31	
	32	Alternative minimum tax (Attach Form 6251)			32	
	33	Total (Add lines 30 through 32) ▶			33	
	34	Other credits (See instruction 34)			34	
	35	Federal income tax: a Previously paid ▶ _____; b Withheld ▶ _____; c Total ▶			35	
	36	Total (Add lines 34 and 35) ▶			36	
	37	Balance of tax due (Subtract line 36 from line 33) (See instruction K)			37	4,400 70
	38	Overpayment (Subtract line 33 from line 36)			38	

Please Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than fiduciary) is based on all information of which preparer has any knowledge.

Roger L. Harrison, Trustee ▶ 2/4/82

Signature of fiduciary or officer representing fiduciary — Date

Paid Preparer's Use Only

Preparer's signature ▶ Collin C. Kuyrin Jr. — Date 2/4/82 — Check if self-employed ▶ ☐ — Preparer's social security no. 356 24 5825

Firm's name (or yours, if self-employed) and address ▶ Bell, Boyd & Lloyd, 70 W. Madison, Chicago, Illinois — E.I. No. ▶ 36 2132672 — ZIP code ▶ 60602

For Privacy Act and Paperwork Reduction Act Notice, see page 1 of the instructions.

SCHEDULE D (Form 1041)
Department of the Treasury
Internal Revenue Service

Capital Gains and Losses

▶ File with Form 1041. See the separate instructions.
For the calendar year 1981 or fiscal year beginning ....., 1981, and ending ....., 19.....

OMB No. 1545-0092
1981

Name of estate or trust: Lyle L. Harrison Revocable Trust

Employer identification number: 36-6639133

Part I Short-Term Capital Gains and Losses—Assets Held One Year or Less

(a) Kind of property and description (example, 100 shares of "Z" Co.)	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)	(d) Gross sales price less expense of sale	(e) Cost or other basis, as adjusted (see instructions)	(f) Gain or (loss) for entire tax year (col. (d) less (e))	(g) Gain or (loss) from sales or exchanges after 6/9/81
1a $64,000 U.S.Treas. Bonds due 2/15/98	5/1/80	2/1/81	64,000.00	64,000.00	-0-	-0-
$20,000 U.S.Treasury Bonds due 11/15/98	5/1/80	2/1/81	20,000.00	20,000.00	-0-	-0-
1b Short-term capital gain from installment sales from Form 6252, line 19 or 27						
2 Enter net short-term gain or (loss) from partnerships and other fiduciaries						
3 Net gain or (loss), combine lines 1 and 2					-0-	-0-
4 Short-term capital loss carryover (Attach computation)					( )	
5 Net short-term gain or (loss), combine lines 3 and 4. Enter here and on line 14 below ▶					-0-	

Part II Long-Term Capital Gains and Losses—Assets Held More than One Year

6a $10,000 U.S.Treasury Bonds due 2/15/90	5/1/80	7/30/81	8,268.75	8,030.00	238.75	238.75
65 shares Moultrie Grain Ass'n.	5/1/80	6/24/81	1,754.97	165.00	1,589.97	1,589.97
6b Long-term capital gain from installment sales from Form 6252, line 19 or 27						
7 Enter net long-term gain or (loss) from partnerships and other fiduciaries						
8 Capital gain distributions						
9 Enter gain, if applicable, from Form 4797						
10 Enter net long-term gain from small business corporations (subchapter S)						
11 Net gain or (loss), combine lines 6 through 10					1,828.72	1,828.72
12 Long-term capital loss carryover (Attach computation)					( )	
13 Net long-term gain or (loss), combine lines 11 and 12. Enter here and on line 15 below ▶					1,828.72	

Part III Summary of Parts I and II

	(a) Beneficiaries	(b) Fiduciary	(c) Total
14 Net short-term gain or (loss) from line 5, column (f) above		-0-	-0-
15 Net long-term gain or (loss) from line 13, column (f) above		1,828.72	1,828.72
16 Total net gain or (loss) ▶		1,828.72	1,828.72

Enter on Form 1041, line 7, the net gain shown on line 16, column (c), above. If net (loss) on line 16, column (c), above, enter the amount computed on line 23b as a (loss) on Form 1041, line 7.

For Privacy Act and Paperwork Reduction Act Notice, see page 1 of the Instructions for Form 1041.

Part IV Computation of Capital Gain Deduction

17 Long-term capital gain shown on line 15, column (c)	1,828.72
18 Short-term capital loss shown on line 14, column (c)	( )
19 Excess of line 17 over line 18	1,828.72
20 Long-term capital gains taxable to beneficiaries	
21 Balance (subtract line 20 from line 19) ▶	1,828.72
22 Enter here and on Form 1041, line 22, 60% of the amount on line 21. (If this amount is other than zero, you may be liable for the alternative minimum tax. See Form 6251.)	1,097.23

Part V Computation of Capital Loss Limitation

23 If losses are shown on both lines 12 and 13 which are the result of a long-term capital loss carryover from years beginning before 1970, check here ▶ ☐ and compute the net capital loss on an attached sheet. See sections 1.1211–1 and 1.1212–1 of the regulations. Enter on line 23(a) the net capital loss computed on the attached sheet. Otherwise,

a Enter one of the following amounts if there is no long-term capital loss carryover from years beginning before 1970:
- *(i)* If amount on line 14, column (c) is a zero or a net gain, enter 50% of amount on line 16, column (c);
- *(ii)* If amount on line 15, column (c) is zero or a net gain, enter amount on line 16, column (c); *or*
- *(iii)* If amounts on line 14, column (c) and line 15, column (c) are net losses, enter amount on line 14, column (c) added to 50% of amount on line 15, column (c)

b Enter here and enter as a (loss) on Form 1041, line 7 the smallest of:
- *(i)* The amount on line 23a;
- *(ii)* $3,000; or
- *(iii)* Taxable income computed without regard to capital gains and losses and the deduction for exemption ▶ ( )

24 Enter the capital loss carryover to 1982:	(a) Pre-1970	(b) Post-1969
Short-term ▶		
Long-term ▶		

Part VI Computation of Alternative Tax (See Instructions.)

25 Net short-term gain or (loss) from line 3, column (g), allocated to the fiduciary	1,828.72
26 Net long-term gain or (loss) from line 11, column (g), allocated to the fiduciary	1,828.72
27 If line 26 shows a gain, combine line 25 and line 26. If line 26 or this line shows a loss or zero, enter zero and do not complete rest of this part	1,828.72
28 Enter the smaller of line 26 or line 27	1,828.72
29 Enter the smaller of line 21 or line 28	16,773.49
30 Enter your taxable income from Form 1041, line 25	731.49
31 Enter 40% of line 29	16,041.56
32 Subtract line 31 from line 30. If line 31 is more than line 30, enter zero.	4,090.10
33 Tax on amount on line 32. Use Tax Rate Schedule in Instructions for Form 1041 and the Tax Computation Worksheet in Instructions for Schedule D (Form 1041).	365.74
34 Enter 20% of line 29	4,455.84
35 Add line 33 and line 34. If the result is less than your tax using other methods, enter this amount on Form 1041, line 26a, and write in the right margin for Form 1041, line 26, "Schedule D attached."	

★ U.S. GOVERNMENT PRINTING OFFICE: 1981—O-343-083 58-040-1110

8270.14+
6999.96+
1512.13
16782.23++

-0.*

45.50+
186.71+
232.21++

LYLE L. HARRISON REVOCABLE TRUST

1981 Income Tax Return

Dividends; line 1:

Moultrie Grain Association	255.50

Interest; line 2:

Merrill Lynch Ready Assets	8,270.14
Harrison Farms Partnership	6,999.96
U.S. Treasury Bonds	1,512.13
	16,782.23

Misc. deductions; line 16:

Bank charges	45.50
Inheritance Tax Appraiser Fee	186.71
	232.21

LYLE L. HARRISON REVOCABLE TRUST

1981

Opening Balances 8/1/81:		
Checking account		156.93
MLPF&S		350.92
Ready Assets		31,295.04
		31,802.89
Receipts:		
Interest from Ready Assets	8,270.14	
Interest from HFP	6,999.96	
Sale of Moultrie Grain shares	1,754.97	
1980 Moultrie Grain Dividend	255.50	
1981 Moultrie Grain Dividend	255.50	
HFP Distribution	24,983.48	
Sale of $10,000 Treasury Bonds	8,268.75	
U.S. Treasury Interest	334.53	51,122.83
		82,925.72
Disbursements:		
U.S. Estate Tax	622.24	
Cal. Inheritance Tax	9,884.00	
Ill. Inheritance Tax	3,753.77	
Interest on Cal. Inheritance Tax	67.96	
1980 U.S. Income Tax	1,852.84	
1980 Ill. Income Tax	266.37	
Bank Charges	45.50	
Inheritance Tax Refund	186.71	
Legal fees	129.63	
Monument engraving	35.00	(-16,844.02)
Closing Balance 12/31/81		66,081.70
Represented by:		
Checking account	8.86	
MLPF&S	.66	
Ready Assets	66,072.18	
	66,081.70	

Note: Also, $84,000 U.S. Treasury Bonds plus $1,177.60 interest, were used to pay estate tax.

U.S. DISTRICT COURT
EASTERN DISTRICT-WI
FILED
2018 JUN 26 A 10: 14
CLERK

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

Lyle Roger Harrison,

A Man,

Vs.

MOULTRIE COUNTY ILLINOIS; RICHARD L. BROCH, in his individual capacity and in his official capacity as Circuit Judge; And ROBERT J. STEIGMANN, JAMES A. KNECHT, THOMAS M. HARRIS, LISA HOLDER WHITE, AND, JOHN W. TURNER, CRAIG H. DeARMOND, PETER C. CAVANAUGH, ALL in their Individual Capacities AND ALL in their Official Capacities as 4th District Appellate Judges. And JOHN OR JANE DOES 1-30.

Defendant(s).

Case No 18-C-0957

JURY TRIAL DEMANDED

CLAIM

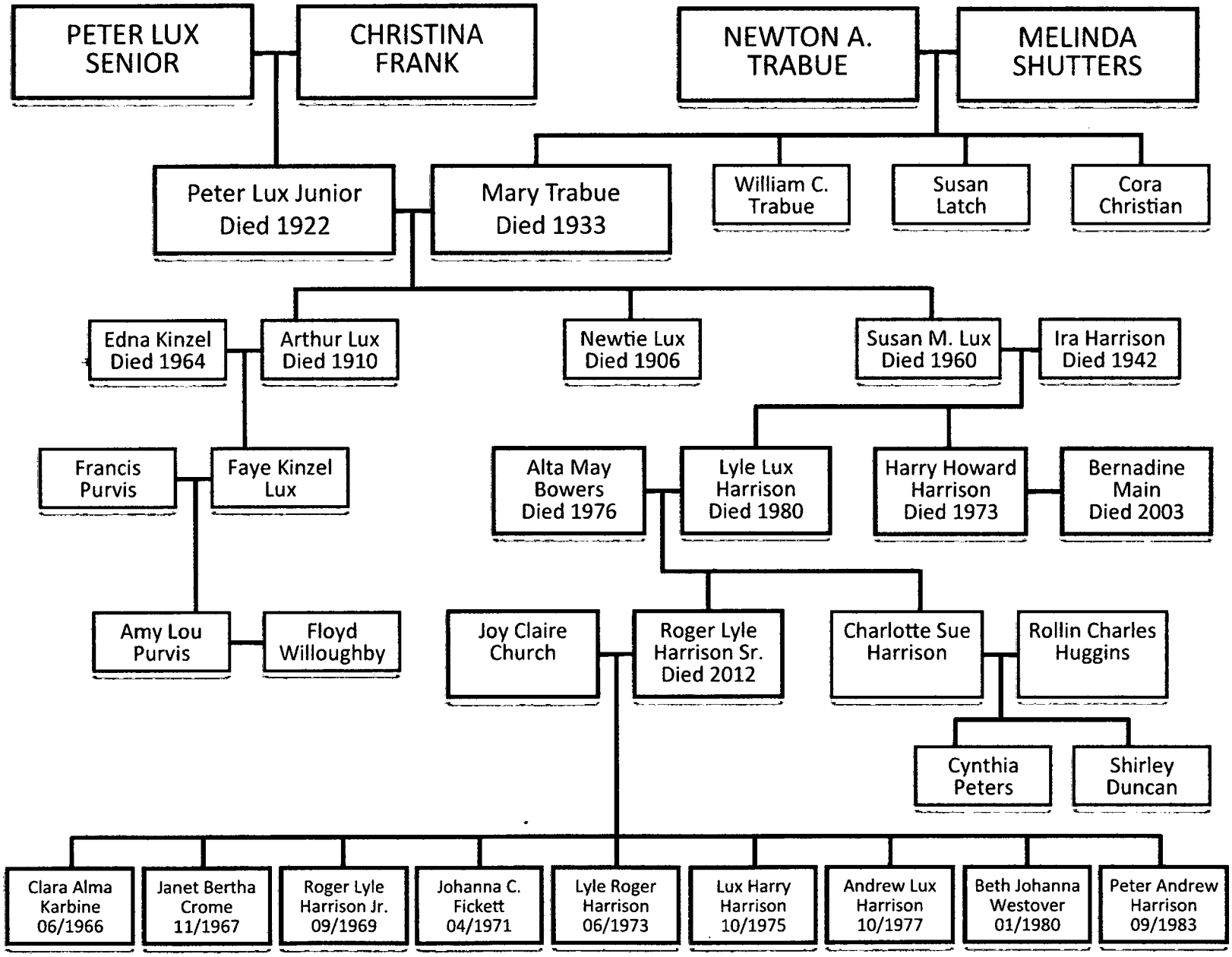
(CLAIMANT DEMANDS A TRIAL BY JURY)

COMES NOW the MAN, Lyle Roger Harrison and would file his claim, against the Defendants named herein, and in support thereof present the following to wit:

STATEMENT OF CLAIM

1. This is a civil rights action brought by the Man, Lyle Roger Harrison, to seek relief for the violation of his rights in Moultrie County secured by the Civil Rights Act and 1871, 42 U.S.C. §1983, U.S.C. §1331, and the rights secured by the First, Fourth, Fifth, Sixth, Eighth, and Fourteenth Amendments to the United States Constitution and the rights secured under the Constitution of the State of Illinois, Article 1, Sections 1,2,6,7,8, &14

LUX/TRABUE/HARRISON FAMILY TREE



FILED
Sixth Judicial Circuit
1/3/2024 6:25 AM
Christa Helmuth
Circuit Court
Moultrie County, Illinois

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT
MOULTRIE COUNTY, SULLIVAN, ILLINOIS

THE PEOPLE OF THE STATE OF ILLINOIS,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**No. 13-CF-47**
	)	
Lyle Roger Harrison,	)	
	)	
A Man,	)	

9th SPEEDY TRIAL DEMAND SINCE MAY 1, 2018

NOW COMES, Lyle Harrison, A Man, who pleads **NOT GUILTY**, and demands a Speedy Trial by jury, under the common law, pursuant to the US Constitution, 6th Amendment, and Illinois Constitution Article 1, whether in custody or not. The US 7th Circuit Court of Appeals #18-3694 Order's Lyle to file here(Appendix A), the Moultrie County Police Report(Appendix B) cites no evidence Lyle ever Harvested, citing no witnesses ever seeing Lyle Harvest and the police report redacted farmers name, Robert Kauffman, who testified under oath only Kauffman harvested. Report cites no evidence and no witnesses saw or claimed seeing Lyle Harvesting anything EVER. Lyle fires Public Defender, Atty Twila Garrett, and demands her immediate withdrawal from case 13CF47 to secure Lyle's rights and by 4th Appellate Court November 15, 2017 Order Case# 4-17-0100. Filed January 3, 2024. Submitted, /s/ Lyle R. Harrison

Lyle R. Harrison, A Man

Lyle Roger Harrison
1223 Allen Street Manitowoc, WI 54220
PH: 920.629.0771
Lharrison@global.t-bird.edu

CERTIFICATE OF SERVICE

I, Lyle R. Harrison, A Man, certifies that on January 3, 2024, He filed a copy of the foregoing 9th Speedy Trial Demand with appendices of; The US 7th Circuit Court of Appeals Order and the Police Report provided by Moultrie County Sheriff's Deputy Gary Caroll, all by email, with the Moultrie County Courthouse and also served by Electronic email service to the following Attorneys:

Illinois Attorney General, Kwame Raoul
Appellate Prosecutor, Charles R. Zalar
725 South 2nd Street
Springfield, IL 62704
217.782.1090

czalar@ilsaap.org AND
attorney_general@atg.state.il.us

/s/ Lyle R. Harrison
Lyle R. Harrison, A Man

Lyle Roger Harrison
1223 Allen Street
Manitowoc, WI 54220
PH: 920.629.0771
Lharrison@global.t-bird.edu