

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

AFFIDAVIT

Paula J. Carney, being first duly sworn on oath, deposes and states as follows:

1. She is an adult residing at 8107 West Warren Avenue, Wauwatosa, Wisconsin.

2. On February 6, 1981 she created a living revocable trust known as the Paula J. Carney Revocable Trust (hereinafter referred to as the "Trust").

3. There are attached hereto true and correct copies of pages 1, 3, 20 and 30 of the Trust.

4. She has directed the Trustees of the Trust to sell the Trust's fractional interest in farm land in Madison, Iowa.

Dated the 10th day of April, 1991.

Paula J. Carney
Paula J. Carney

Subscribed and sworn to before me this 10th day of April, 1991

Thomas J. McGinn

Thomas J. McGinn
Notary Public, State of Wisconsin
My Commission is Permanent.

This document was drafted by
Thomas J. McGinn

COMPARED

FILED NO. **2097**

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Fee \$25.00

dar-13a

IOWA REALTY CO., INC.
2501 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50265

TRUST AGREEMENT

THIS TRUST AGREEMENT is made and entered into this 6th day of February, 1981 between PAULA J. CARNEY, of Wauwatosa, Wisconsin, as Grantor and PAULA J. CARNEY and WILLIAM J. CARNEY, of Wauwatosa, Wisconsin, as Co-Trustees.

The Grantor hereby transfers to the Trustee the assets described in the attached Schedule A, receipt of which assets is hereby acknowledged by the Trustee. The Trustee agrees to receive said assets, as well as any other assets which hereafter may be devised, bequeathed or transferred to the Trustee by the Grantor or, with the Trustee's consent, by any other person, in trust and to administer and distribute them in accordance with the terms of this Trust Agreement.

ARTICLE I

IDENTIFICATION OF TRUST

The trust created hereby shall be known as the PAULA J. CARNEY REVOCABLE TRUST.

ARTICLE II

REVOCATION OR AMENDMENT OF TRUST AGREEMENT

The Grantor, by signed instruments delivered to the Trustee, may revoke this Trust Agreement in whole or in

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3. Administrative Powers Reserved. Until such time as the Grantor is declared legally incompetent and except to the extent that the Grantor's reservation of powers in this paragraph has been relinquished by a signed instrument delivered to the Trustee:

- (a) The Trustee shall comply with all written directions of the Grantor concerning the administration of the trust estate.
- (b) The Trustee shall neither dispose of property of the trust estate nor acquire property for the trust estate for any consideration unless the Grantor approves thereof or unless the Trustee has not received the Grantor's written disapproval thereof within ten (10) days after delivery to the Grantor of the Trustee's written recommendation for such disposition or acquisition.
- (c) The Trustee shall not dispose of any trust property which, at the time of its acquisition by the Trustee, the Grantor has designated as "custodial property" unless the Grantor shall have given the Trustee written directions to do so. The Trustee shall have no duty to inquire into the propriety of making, retaining or disposing of any invest-

upon all persons interested in any trust created hereunder.

The Trustee may:

- (a) Keep all or any part of the trust property at any place within the United States or abroad.
- (b) Retain any asset received from the Grantor, the Grantor's spouse or the estate of either of them, regardless of any lack of diversification, risk or nonproductivity; invest and reinvest principal and income (until distributed) in such securities and other properties as the Trustee shall determine, without being limited by any statute or rule of law regarding investments by fiduciaries. The Trustee is authorized to acquire, for cash or on credit (including margin accounts), every kind of property or undivided interest therein, real, personal or mixed, and every kind of investment, specifically including (by way of illustration and not by way of limitation) corporate or government obligations of every kind, stocks, preferred or common, of both domestic and foreign corporations, interests in trusts, including common trust funds, shares or interests in any unincorporated entity, including property in which the Trustee is interested personally or in any fiduciary capacity.
- (c) Deposit funds which are not invested in accordance with the provisions of the preceding subparagraph (b) in commercial savings accounts in unlimited amounts, subject to such restrictions upon withdrawal as the Trustee shall agree to; deposit funds in checking accounts, but (except for a small permanent balance) only for the purpose of immediate disbursement of such funds.
- (d) Dispose of an asset, for cash or on credit, at public or private sale, and, in connection with any sale, exchange or other disposition, give such warranties and indemnifications as the Trustee shall determine; manage, develop, improve, exchange, partition, change the character of or abandon a trust asset or any interest therein.

9. Accrued or Undistributed Income. Any income which has been received but not distributed or which has accrued prior to the death of any beneficiary shall be accounted for and distributed as though it were received or accrued after such death.

10. Vesting of Remainders. No remainder interest created hereunder shall vest or create any right or estate in any remainderman until the termination of the preceding particular estate or estates.

THIS TRUST AGREEMENT was executed on the date first above written.

IN THE PRESENCE OF:

Steven M. Eastern

F. Joseph Schlozen

Steven M. Eastern

F. Joseph Schlozen

Steven M. Eastern

F. Joseph Schlozen

Paula J. Carney (SEAL)
PAULA J. CARNEY, Grantor

Paula J. Carney (SEAL)
PAULA J. CARNEY, Co-Trustee

William J. Carney (SEAL)
WILLIAM J. CARNEY, Co-Trustee

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