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51-M-304 V

THIS INDENTURE

ade the 2 st day of They

1979 BETWEEN MARION MONHEIN,

STANLEY E. ROSENBLOOM, SIDNEY S. SPATZ, MACY I. LEVINE AND HAROLD

J. ZUBROW, of the City of Pittsburgh and of the County of Allegheny

and Commonwealth of Pennsylvania, parties of the first part,

A N

THE PORT AUTHORITY OF ALLEGHENY COUNTY, a body politic existing under the laws of the Commonwealth of Pennsylvania, pursuant to the Second Class County Port Authority Act, having its domicile in the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, party of the second part;

WITNESSETH, that the said parties of the first part, for and in full consideration of the sum of ONE (\$1.00) DOLLAR, lawful money of the United States of America, unto the parties of the first part well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, does hereby remise, release and forever guitclaim unto grantee, grantee's successor and assigns all of grantors title and interest in and to that certain lot.

ALL THAT CERTAIN LOT OR PIECE OF GROUND situated in the 7th Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at a point on the existing easterly right-of-way line of South Negley Avenue; thence in a northerly direction along the existing easterly right-of-way line of South Negley Avenue N22 17'00"W for a distance of 100.00 feet to a point on the existing southerly right-of-way line of Conrail; thence along the existing southerly right-of-way line of Conrail in an easterly direction, by a curve to the right, having a radius of 2,739.40 feet a chord bearing of N51 36'15"E a chord distance of 230.93 feet, for an arc distance of 231.00 feet to a point on the existing westerly right-of-way line of Summerlea Street; thence by said existing right-of-way line of Summerlea Street S22 19'00"F for a distance of 100.46 feet to a point; thence leaving the existing westerly right-of-way line of Summerlea Street S51 43'00"W a distance of 230.86 feet to the place of beginning, containing 22,616 square feet more or less.

BEING designated Block 51M, Lot 304/305 in the County Deed Registry Office.

It is represented by the parties hereto that the real estate covered by this Indenture has been acquired by the Port Authority of Allegheny County by purchase in lieu of condemnation thereof under the Authority's power of Eminent Domain and therefore, is exempt under the applicable statutes from the payment of taxes imposed upon such transfers.

TOGETHER with all and singular the improvements, ways waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right title, interest, property, claim and demand, whatsoever of the said parties of the first part, in law, equity or otherwise, however, of, in and to the same and every part thereof.

253

TO HAVE AND TO HOLD all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have caused their hands and seals to be affixed to these presents the day and year first written.

ATTEST:	
Alalia On Co	BY Marion M recu
Klubrende Os	MARION MONHEIM BY A HOLL A PROLATION
KulnenDelo	STANDEY E. ROSENBLOOM BY Soah
Haluendela	BY May Level
Llubrende On	MACY I. LEVINE
On this /74 day of May	HAROLD J. FUBROW 1979 before me a Notary Public
·	

in and for said County and Commonwealth came the above named Marin Mon heim Stanley Ellerenbloom, Sidney Spatz, May I Levine & Harold I. Zubrow

and acknolwedged the foregoing Indenture to be their Act and Deed

WITNESS My hand and seal ROBERT P. MILEGAN To Notary Public Pittsburgh, Alegheny County, Pa

My Commission Expires
September 25, 4982

CERTIFICATE OF RESIDENCE

I, Robert McKenzie, do hereby certify that the Port Authority of Allegheny County's precise residence is Beaver & Island Avenues, Pittsburgh, PA 15233.

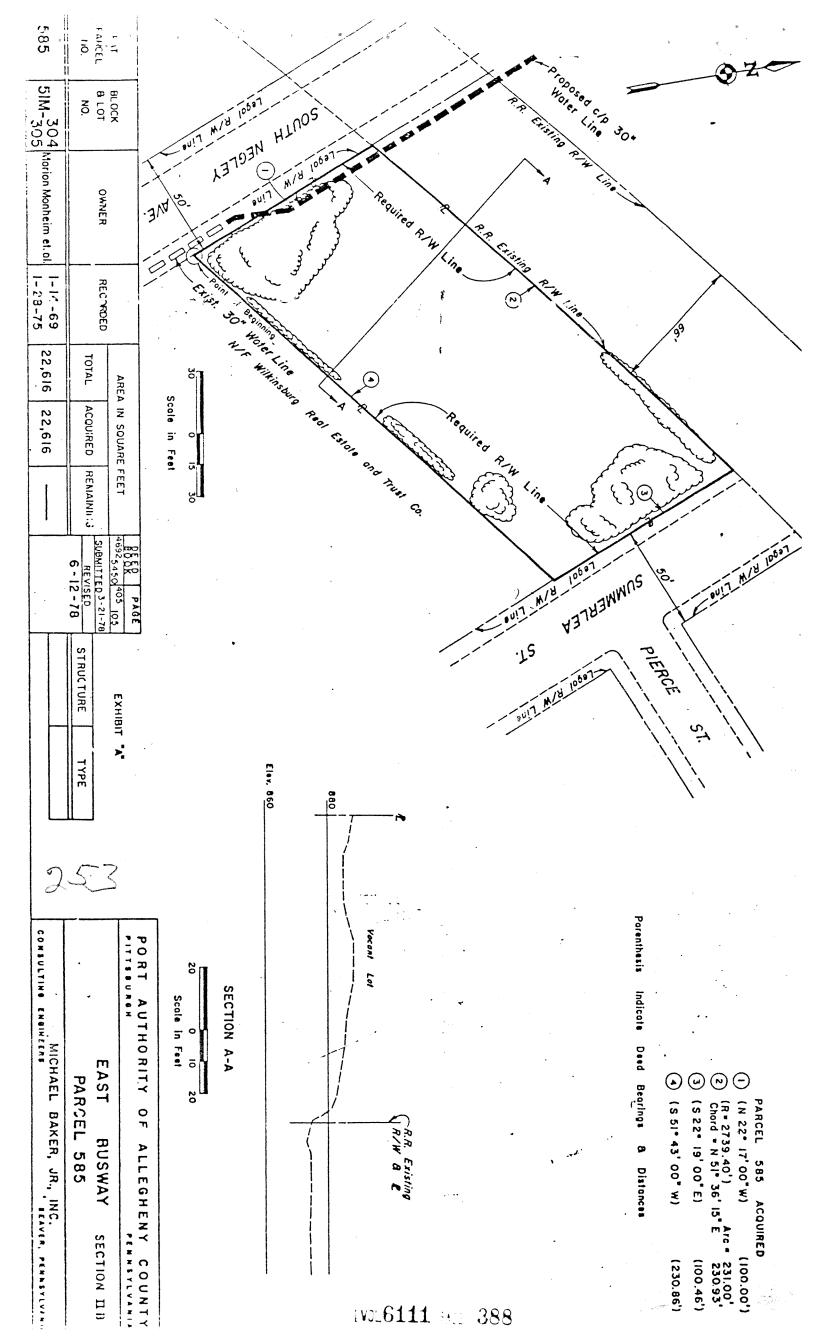
WITNESS my hand this Jo day of

1979

Agent

Recital;

BEING the same property which Negley House, Inc., by its deed dated January 13, 1969, and recorded in Deed Book Volume 4692, page 405, conveyed to Stanley E. Rosenbloom, Sidney S. Spatz, Macy I. Levine, Leonard M. Monheim and Harold J. Zubrow. The said Leonard M. Monheim died testate on October 18, 1971. By a decree of distribution in said estate entered at No. 4537 of 1971, title to the interest which Leonard M. Monheim held in said premises was vested in Equibank N. A., (formerly Western Pennsylvania National Bank) as trustee under the Will of said Leonard M. Monheim. By its deed dated January 22, 1975 and recorded in Deed Book Volume 5450 page 106, Equibank N. A., Trustee under the Will of Leonard M. Monheim, deceased conveyed its interest in said premises to Marion Monheim, pursuant to powers of said Trustee contained in said Trust Agreement. A copy of said Trust Agreement is attached hereto, marked Exhibit "A" and made a part hereof.



REVOCABLE LIFE INSURANCE TRUST AGREEMENT

THIS AGREEMENT, entered into this // day of Que,

19/27, by and between LEONARD M. MONHEIM, of the City of Pittsburgh,
County of Allegheny and Commonwealth of Pennsylvania, (hereinafter
referred to as the "INSURED") and WESTERN PENNSYLVANIA NATIONAL BANK,
Pittsburgh, Pennsylvania, (hereinafter referred to as the "TRUSTEE")

WITNESSETH:

WHEREAS, the Insured desires to create an Insurance Trust of the proceeds of certain insurance policies now in effect on the Insured's life, said policies being described in Schedule "A" hereto attached, which said policies are or will hereafter be made payable to the Trustee as beneficiary and deposited with the Trustee as custodian; and

WHEREAS, the Trustee is willing to accept the trust upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

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253

ARTICLE ONE

The responsibility for the payment of premiums and other charges on the policies during the life of the Insured shall rest solely upon the Insured, the sole duty of the Trustee being the safekeeping of the policies. The Trustee shall be under no duty to notify the Insured that any premium or other charge is due and payable. Upon the death of the Insured, or at such later time as may be specified in the policies, the net proceeds thereof shall

ment. The receipt of the Trustee for such proceeds shall release the insurance companies from liability on the policies, and the insurance companies shall be under no duty to see to the application of such proceeds. The Trustee shall take all steps necessary in the Trustee's opinion to enforce payment of said policies and shall be entitled to be indemnified out of any property held or received hereunder against all expenses incurred in taking such action.

253

ARTICLE TWO

All options, rights, privileges and benefits exercisable by or accruing to the Insured during the Insured's lifetime by the terms of the policies held hereunder shall be for the sole benefit of the Insured and shall not be subject to this Agreement. The Insured agrees, however, that the Insured will not exercise any option under the policies whereby the proceeds would be payable to the Trustee other than in one sum. Upon the written request of the Insured, the Trustee shall execute and deliver such consents, and instruments as may be required to enable the Insured to exercise any option, right, privilege or benefit granted by any of the policies.

ARTICLE THREE

Upon the death of the Insured the Trustee shall deal with the trust estate, including any property that may be added thereto by reason of the Will of the Insured or otherwise, as follows:

A.) If the Insured's wife, MARION MONHEIM, survives him, the Trustee shall set aside as a separate trust fund to be known as "Trust A" a sum which equals two-thirds (2/3) of the maximum.

allowable Federal Estate tax marital deduction diminished by the value for Federal Estate tax purposes of all items in the Insured's gross estate which qualify for said marital deduction and which pass or have passed to the Insured's wife, whether under the provision: of the Insured's Will or by right of survivorship with respect to jointly owned property or otherwise. The Trustee shall have the power and the sole discretion to set aside this fund wholly or partly in cash or in kind and to select the assets which shall constitute this trust; provided, however, that the value of assets distributed in kind to this marital trust shall be the value of such assets on the date or dates of their distribution; and provided further, that in no event shall there be included in this trust any asset or the proceeds of any asset which will not qualify for said marital deduction. The marital deduction referred to herein is the deduction allowed in determining the Federal Estate tax for property passing to a surviving spouse under the Internal Revenue Code in effect at the date of the Insured's death. This trust shall be held, administered and disposed of as follows:

- 1.) The Trustee shall pay the entire net income from Trust "A" to the Insured's said wife, MARION MONHEIM, in installments convenient to her but not less frequently than annually, for and during her lifetime.
- 2.) In addition, during her lifetime, the Insured's wife shall have the right to withdraw and consume, demand and receive, all or any part of the principal of Trust "A".
- 3.) Upon the death of MARION MONHEIM the Trustee shall pay and distribute such part or all of the principal of Trust "A" as it may then exist and any accrued or unpaid income

to or for such person or persons, including the estate of Insured's wife, as she may by her Last Will direct and appoint, making specific reference to this general power of appointment hereby granted her. The Trustee shall add all of the principal of Trust "A" not otherwise appointed by the said MARION MONHEIM to the principal of Trust "B" hereinafter created to be held, administered and distributed as an integral part thereof.

- B.) The balance of said trust estate, or all thereof if the Insured's said wife shall not survive him, shall be retained by the Trustee as "Trust B" and held, administered and distributed as follows:
- 1.) The Trustee shall hold the principal of Trust "B" for the use and benefit of the Insured's wife, MARION MONNEIM, and shall pay to her, or for her benefit, the net income therefrom, in installments convenient to her but not less frequently than annually, for and during her lifetime, or until she remarries, together with so much of the principal thereof as the Trustee, in its discretion, deems advisable, from time to time, for her health, maintenance and support, as well as for the health, maintenance, support and complete education of her children, including college and post-graduate training with no duty to equalize such disbursements of principal.
- 2.) Upon the death or remarriage of MARION MONHEIM during this trust for her benefit or upon the Insured's death in the event his wife fails to survive him, the Trustee shall hold the principal of the trust estate as one fund and shall pay the net income therefrom to or for the benefit of the surviving issue of the Insured, per stirpes; such payments to continue until the

youngest child of the Insured attains the age of twenty-one (21) years. Further, during the period of time that the income from the trust estate is being so distributed, the Trustee is authorized to pay and distribute to or for the benefit of the Insured's issue who are receiving income from the trust estate so much of the principal thereof as the Trustee deems advisable for their comfort, maintenance, support and complete education, including preparatory, college and post-graduate or professional training, and to aid any of them in the event of any circumstance or condition affecting any of them wherein money is needed, with no duty to equalize the said payments of principal to or for the benefit of the Insured's issue.

3.) After the youngest child of the Insured attains the age of twenty-one (21) years, the corpus shall be divided into equal shares so that there will be one share for each child of the Insured then living and one share for each child of the Insured who at that time may be deceased but represented by issue then living.

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- the living issue of each child of the Insured who at the time of division into shares is deceased but represented by issue, per stirpes, subject, however, to the minority provisions hereinafter set forth.
- b.) One of such shares shall be set aside for each child of the Insured who is living at the time of the division into shares. The Trustee shall then pay over to such child any accumulated income from such child's trust and, thereafter, the Trustee shall pay such child the entire income from such child's trust until the termina of said trust as to his or her said share. As and when each child of the Insured reaches age twenty-five (25) years, he or she may withdraw

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up to one-half (1/2) of the principal of his or her share, absolutely and free of trust, and the balance of such share at any time or times after reaching age thirty (30) years.

4.) Upon the death of each of Insured's children who survives both Insured and his wife, any remaining principal from which such child received income shall be paid to his or her then surviving issue, per stirpes, or, in default of such issue, shall be divided, per stirpes, among the living issue of Insured, to be added to the shares from which Insured's remaining children receive income, with the same rights of withdrawal with respect to such addition as were given for their original shares, and to be paid over to the issue of deceased children.

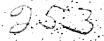
253

ARTICLE FOUR

In the event that a beneficiary hereunder other than a child of the Insured shall be a minor at the time he is entitled to receive a share of the principal or of income, such minor's share shall be held in a separate trust during his minority by the Trustee, and so much of the income and so much of the principal thereof as the Trustee in its discretion may deem advisable for the maintenance, education and support of such minor shall be paid to such person as may have the custody of the person of that minor at the time any such payment is made, but without liability on the part of the Trustee to see to the application of such payment, or may be expended by the Trustee direct for such purposes. Any income not so expended shall be added to principal and invested in accordance with the terms hereof. When such beneficiary attains the age of twenty-one (21) years, the then principal shall be transferred and delivered to such beneficiary absolutely and free of trust.

ARTICLE FIVE

In the event of any accident, sickness or other emergency occurring to any beneficiary hereunder or any member of his or her immediate family, or in the event that payments provided for herein are insufficient in the opinion of the Trustee to provide for the proper maintenance, comfort, support and education, including preparatory, college or graduate school, of said beneficiary and members of his or her immediate family, the Trustee in its sole discretion is authorized to pay over and distribute to or for the benefit of said beneficiary so much of the principal of the trust fund as it in its unlimited discretion may deem advisable to provide for the same.



ARTICLE SIX

Neither the principal nor the income of any trust hereunder shall be liable or subject to the contracts, debts, liabilities or torts, now or hereafter made, contracted, incurred or committed, of any beneficiary; nor shall the principal or income be liable to attachment by garnishment proceedings or other legal process; nor shall any assignment or order, either of principal or income, given by any beneficiary be valid; but the principal and income shall be paid by the Trustee direct to or for the use of the beneficiary entitled thereto, without regard to any assignment, order, attachment or claim whatever.

ARTICLE SEVEN

In addition to powers given it by law, the Trustee and its successors shall have the following discretionary powers applicable to all real and personal property held by it including property

held for minors, effective without court order and until actual distribution:

- A.) To take and to retain as an investment for the trust estate, without any duty of diversification, any and all securities, or other property, real and personal, received from the Insured's estate, including specifically stock of the corporate fiduciary.
- B.) To invest and reinvest the trust estate in such stocks, bonds, mortgages, securities or other property, real or personal, including any common trust funds, as it may believe advisable, without being limited to the classes of securities or investments in which trustees are authorized by law to invest trust funds, including specifically stock of the corporate fiduciary.
- C.) To operate any business, cause or join in any incorporation, partnership, recapitalization, merger, reorganization or voting trust plan, to delegate authority with respect thereto; to deposit investments under agreements and pay assessments; and generally to exercise all rights of investors.
 - D.) To compromise controversies.
- E.) To exchange or sell for cash, property or credit, publicly or privately, or to lease for any term regardless of the duration of the trust hereunder and to give options for these purposes without obligation to repudiate them in favor of a higher offer.

- P.) To make distribution of the trust estate to any person entitled thereto in kind, in cash, or partly in kind and partly in cash, as it shall believe advisable.
- G.) To borrow money, including the right to borrow from the corporate fiduciary in its commercial banking capacity, and to mortgage and pleage as security.
- H.) To apply income or principal to which any beneficiary is entitled directly for his or her comfort, maintenance and support should it deem such beneficiary incapable of receiving the same by reason of age, illness or any infirmity or incapacity, or to pay the same to such person as it selects to disburse it, whose receipt shall be a compelte acquittance therefor, without the intervention of any guardian.
- I.) To loan to and buy property from the estate of the Insured.

253

ARTICLE EIGHT

If the Insured's death and the death of the Insured's wife, MARION MONHEIM, occur under such circumstances that an inference or presumption would be required to establish that they have died otherwise than simultaneously, the Insured directs that his wife shall be presumed to have survived him, and any presumption of law to the contrary shall not be applicable.

ARTICLE NINE

The Insured reserves the right to increase the principal

of any trust hereunder by adding thereto additional policies of life insurance and other property. The principal of any trust may also be added to by will or by gift inter vivos made by any person with the consent of the Trustee; provided, however, that if any such gift is made after the Insured's death, the property passing thereby in the absence of any direction to the contrary, shall be allocated among such trusts as may then exist, or distributed outright, as the case may be, in the same manner as though the Insured's death had occurred on the day such gift was made and the property passing thereby had been given to the Trustee hereunder by the Insured's Will.

ARTICLE TEN

The Insured reserves the right during his lifetime to revoke, alter or amend this Agreement, in whole or in part, by serving written notification to that effect on the Trustee.

IN WITNESS WHEREOF, the Insured has hereunto set his hand and seal and the Trustee has caused this Agreement to be executed by its duly authorized officers and its corporate seal to be hereunto affixed as of the day and year first above written.

WITNESS:

TNSURED:

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ATTEST:

TRUSTEE:

WESTERN PENNSYLVANIA NATIONAL BANK

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Trust Officer

LAST WILL AND TESTAMENT

I, LEONARD M. MONHEIM, of the City of Pittsburgh, Allegheny County, Pennsylvania, do make this my Last Will and Testament, hereby revoking any and all Wills at any time heretofore made by me.

PIRST: I direct my Executors to pay my lawful debts, the expenses of my last illness and my funeral expenses.

SECOND: I give all my tangible personal property, including by way of illustration, household goods, furniture, furnishings, books, pictures, silver, chinaware, jewelry, automobiles and person effects, together with any insurance thereon to my wife, MARION MONHEIM; provided, however, that if my wife predeceases me, I give and bequeath to my surviving children so much of said property as they or the person having custody of any of them may select, in such shares as they may determine or, if they cannot agree, as my Executor decides. Any property not so distributed shall be sold and the proceeds added to my residuary estate. In the event any of my children should then be a minor, I authorize my Executor to deliver such minor's share of said property, without bond, to the person then having custody of such minor, and the receipt of such person shall be a complete discharge of all obligations of my Executor with regard to such minor's share of said property.

THIRD: All the rest, residue and remainder of my estate, of whatsoever kind and nature and wheresoever situate, of which I shall die seised and possessed or to which at the time of my death I may be entitled, remaining after the payment of taxes as hereinafter provided, I give, devise and bequeath to WESTERN PENNSYLVANIA NATIONAL BANK as Trustee under that certain Life

Insurance Trust Agreement dated August 11, 1967, and actually executed by me prior to my signing this Will, for the uses and purposes and subject to the terms, conditions and powers set forth in said Agreement.

Agreement is ineffective as a trust at the time the assets of my estate are to be added to it, then the property herein given, devised and bequeathed to WESTERN PENNSYLVANIA NATIONAL BANK, as Trustee under such Insurance Trust Agreement, shall be held by it in trust in accordance with the provisions of the said Life Insurance Trust Agreement in its form immediately prior to the execution of this Last Will and Testament.

FIFTH: I authorize my Executor to make distribution of my estate in kind, in cash, or partly in kind and partly in cash, as my Executor shall believe advisable.

SIXTH: I direct my Executor to pay out of the principal of my residuary estate all Federal Estate, State Inheritance or Estate and Succession Taxes imposed upon or with respect to my estate or any property in which I may have an interest, including any property not forming a part of my testamentary estate but included in my gross estate for tax purposes, except any property over which I have a taxable power of appointment in the event it shall be held that I have not exercised such power of appointment in this Will, at such times and in such manner as my Executor, in its discretion, shall deem advisable; and no such taxes or any portion thereof so paid shall be collected from or paid by any other person, persons or corporations by way of reimbursement, proration, apportionment or otherwise. I direct that the foregoing sentence shall not,

however, apply to any devise, bequest or transfer qualifying for the marital deduction, and that any such devise, bequest or transfer shall not be reduced or affected by any estate, inheritance or like taxes imposed by reason of my death.

SEVENTH: I name and appoint my wife, MARION MONHEIM, and WESTERN PENNSYLVANIA NATIONAL BANK, or the survivor, as Executors of this my Last Will and Testament. I give and grant to my Executors the same powers in the administration of my estate, where applicable, as are given to the Trustee under that certain Life Insurance Trust Agreement hereinabove referred to.

I further appoint WESTERN PLNNSYLVANIA NATIONAL BANK as Testamentary Guardian of the estates of minors entitled to distribution hereunder, giving and granting to it in the capacity of Guardian of the estates of minors the power to agree to any distribution of my estate that it deems advisable; the power to retain any property, real or personal, received by it in kind and the power and authority to sell the same upon such terms and conditions as it believes advisable, giving good title to any real estate thus sold; and the power and authority to invest in such stocks, bonds and/or other investments it deems advisable, without being limited to those investments in which guardians are by law required to invest minors' funds; and giving and granting to it in this capacity the power and authority to disburse to or for the benefit of the minor wards so much of the income from and the principal of the minor's share of my estate as it, in its sole discretion, deems advisable for the minor's comfort, support, maintenance and complete education, including preparatory, college and post-graduate or professional training, and to aid the minor in

the	event	of	any	illness,	in	jury	or	other	eme	ergency	affe	cting	the
				in money	_	•		-	•	•		:	

	IN WI	INESS	WI	HEREOP, I	have	hereunto	set m	y hand	and	seal
this		day	of	Augu:	st		19 67	•		

/s/ Leonard M. Monheim (SEAL)

SIGNED, SEALED, PUBLISHED and DECLARED by the above named Testator, LEONARD M. MONHEIM, as and for his Last Will and Testament, in the presence of us, who at his request, in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

/s/ Stephen M. Totton

Address: 2677 Cedarvue Drive

Bridgeville, Pa.

/s/ John H. Coles

Address: 215 Gateway Towers

Pittsburgh, Pa. 15222

/s/ Albert Smolover

Address: 5625 Marlboro Road

Pittsburgh, Pa. 15217

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AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

Before me, the undersigned authority, personally appeared Marion A. Monheim who, being duly sworn according to law, deposes and says that the foregoing facts are true and correct to the best of the deponent's knowledge, information and belief.

SWORN TO and SUBSCRIBED before me this 27th day of June , 1978

Notary Public The Pilisburth A County, Pa.

Pilisburth A 1981

My Commission 1981

Marion Ch. Monkerin

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA ORPHANS' COURT DIVISION

IN RE. Revocable Life Insurance Trust Agreement of Leonard M. Monheim deceased. Equibank, N.A., trustee.

)No. 4537, 1971

DECREE

AND NOW, to-wit, this 30 day of function, 1978, upon consideration of the annexed petition, a citation is awarded, directed to Equibank, N.A., to show cause why it shoul not be ordered to file an accounting with regard to Trust "B", be surcharged for the losses and diminution in overall value of Petitioner's trust assets in Trust "B" and be removed as trustee with the Court appointment of a successor trustee.

Relum day 27 # D July 1978 at 9; 30 lo day accessor trustee.

STATE OF PENNSYLVANIA COUNTY OF ALLEGHENY S.S. RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THIS 31st DAY OF Ms v A.D., 19 79 IN Deed BOOK VOL 6111 PAGE 385 WITNESS MY HAND AND SEAL OF SAID OFFICE, THE DAY AND YEAR AFORESAID. RECORDER

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