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Andrew C. Sigerson

Legacy Design Strategies

Andrew C. Sigerson, P.C., L.L.O.

13750 Millard Avenue, Suite 200

Omaha, NE 68137

(402) 505-5400

GRANTOR: Charles A. Rucker

GRANTEE: Charles A. Rucker, Trustee of the Rucker Enterprise Trust

FULL & COMPLETE LEGAL DESCRIPTION:

821 N 69th St., Omaha, NE 68132 – Lot 10 Block 2 Fairlawns Addition (45-11760)

4021 N. 39th St., Omaha, NE 68111 – Lot 239 Fairfax Addition (01-11700)

4924 Davenport St., Omaha, NE 68132 – Lot 17 Block 114 Dundee Place (39-09840)

4911 Davenport St., Omaha, NE 68132 – The West 5 feet of Lot 5 and all of Lot 6, Block 115 Dundee Place

821/823 N. 48th St., Omaha, NE 68132 – Lot 9 Block 2 Kusters Addition (10-20920)

3407 Cumming St., Omaha, NE 68131 – Lot 1 Block 6 Lowes 2nd Addition (N120 E 48 W 144 ft 48x120) (11-23140)

3409 Cumming St., Omaha, NE 68131 – Lot 1 Block 6 Lowes 2nd Addition (N120 E48 W 96 ft 48x120)

412 N. 39th St., Omaha, Ne 68131- no longer owns.

CHARLES A. RUCKER

REVOCABLE LIVING TRUST AGREEMENT

Revocable Living Trust Agreement made this 28th day of December, 1990, between Charles A. Rucker of Omaha, Douglas County, Nebraska, "Trustor", and Charles A. Rucker, "Trustee".

SECTION ONE
NAME OF TRUST

The trust created hereby shall be known as the "RUCKER ENTERPRISE TRUST".

SECTION TWO
DEFINITIONS

"Spouse" of Trustor is Gwen P. Rucker.

"Beloved Children" of Trustor are:

Tracey Aline Rucker
Lesley Loraine Rucker
Kelly Deborah Rucker

"Issue" as used herein refers to all persons descended from Trustor's children either by birth or by legal adoption.

SECTION THREE
TRUST ESTATE

Trustor hereby transfers and delivers to Trustee, in trust, all of the property described on Schedule "A", attached and incorporated herein by reference, and the receipt of such property is hereby acknowledged by Trustee.

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SECTION FOUR
ADDITIONS TO TRUST ESTATE

Trustor may from time to time add property of any kind to the trust estate by conveyance, will, inclusion on Schedule "A", or otherwise.

SECTION FIVE
REVOCATION AND AMENDMENT

Trustor may at any time while living and competent change any beneficiary hereunder, amend any provision hereof, or revoke this Trust in its entirety by a writing to such effect.

SECTION SIX
DISPOSITION OF TRUST ESTATE

Trustee shall hold, manage and invest the trust estate and shall distribute the principal and income in the following manner:

a. The income and so much of the principal as, in the sole discretion of Trustee, is necessary for the care, support, maintenance and recreation of Trustor shall be payable to Trustor at Trustee's discretion. In the event that Trustor may at any time during the existence of this Trust become so physically or mentally incapacitated as to be unable to attend to Trustor's financial affairs, Trustee shall pay to or apply directly for the benefit of Trustor so much of the income and principal of the Trust as, in the sole discretion of Trustee, is necessary to (1) provide for the Trustor's maintenance and support in Trustor's accustomed manner of living, and (2) pay Trustor's medical, dental, hospital and nursing care expenses.

(b) Upon the death of Trustor, Trustee shall pay the expenses of Trustor's last illness and funeral from the trust estate unless other adequate sources exist or other provision has been made therefor. The balance of the trust estate shall be distributed as follows:

i. If Trustor's spouse shall survive Trustor, one-half of the trust estate shall be distributed to the Trustor's spouse, and the remaining one-half of the trust estate shall be distributed in equal shares to the

beloved children of Trustor, and in the event that any such child of the Trustor has predeceased the Trustor, such share shall pass to his or her living issue, and if there are no living issue, to the remaining beneficiaries of this Trust.

ii. If Trustor's spouse shall not survive Trustor, the trust estate shall be distributed in equal shares to the beloved children of Trustor, and in the event that any such child of the Trustor has predeceased the Trustor, such share shall pass to his or her living issue, and if there are no living issue, to the remaining beneficiaries of this Trust.

SECTION SEVEN SUCCESSOR TRUSTEE

In the event Trustee dies, resigns, or becomes so physically or mentally incapacitated as to be unable to perform the functions and duties hereby contemplated, Tracey Aline Rucker is appointed successor Trustee. Said person shall succeed as Trustee with like effect as though originally named as Trustee herein, and all authority and powers conferred upon the original Trustee hereunder shall inure said successor Trustee.

SECTION EIGHT POWERS OF TRUSTEE

Trustee shall have all those powers enumerated in Nebraska Revised Statutes Sec. 30-2821 (Reissue 1989).

SECTION NINE APPORTIONMENT OF ASSETS UPON DISTRIBUTION

Trustee upon distribution may apportion and allocate the assets of the trust estate in cash or in kind, in undivided interests, or in such manner as Trustee in his discretion deems advisable. Trustee may sell such property as he deems necessary to make any such division or distribution.

SECTION TEN
TRUST EXPENSES

Trustee shall be reimbursed from the trust estate for all expenses reasonably incurred in the administration of this trust.

SECTION ELEVEN
DEATH TAXES

Upon the death of Trustor, any estate, inheritance, or other death taxes that shall become due by reason of the trust estate shall be paid by Trustee from the trust estate unless other adequate provision has been made therefor.

SECTION TWELVE
MINOR BENEFICIARIES

If at the time of distribution any beneficiary hereunder shall be a minor, Trustee may make payment directly to the natural parent or legally appointed guardian of such minor child, and the receipt of such natural parent or legally appointed guardian of such minor shall be a full release of Trustee.

SECTION THIRTEEN
REPORTS

Subsequent to the death of Trustor, the Trustee shall periodically furnish to each beneficiary of majority age, or to the parent or guardian of any minor beneficiary, reports or statements of the trust receipts and disbursements and a schedule of the trust assets.

SECTION FOURTEEN
PERPETUITIES SAVING PROVISION

Notwithstanding anything to the contrary in this agreement, the Trust created hereby shall not continue for more than twenty one (21) years after the death of the last surviving beneficiary of the Trustor, and at the expiration of such period, the balance of the trust estate shall immediately be distributed by the Trustee to those beneficiaries entitled to same.

SECTION FIFTEEN
TRUST REGISTRATION AND SUPERVISION

Trustee shall be under no duty to register this Trust. The Trust shall be administered free of judicial intervention and supervision and without order, approval or other action of any Court in any jurisdiction.

SECTION SIXTEEN
BOND

No bond shall be required of Trustee or Successor Trustee named herein.

SECTION SEVENTEEN
SPENDTHRIFT PROVISION

No beneficiary of this Trust shall have any right to encumber his or her interest in the trust estate, nor shall the interest of any beneficiary be subject to the claims of any creditor, the spouse of any beneficiary, or garnishment and attachment.

SECTION EIGHTEEN
GOVERNING LAW

This trust is created under and shall be administered, governed, and construed under and according to the laws of the State of Nebraska and shall continue to be so governed and construed even though certain administrative duties may from time to time be necessary in any other state.

SECTION NINETEEN
ACCEPTANCE OF TRUSTEE

Trustee accepts all property coming into the possession of Trustee pursuant to the terms of this Agreement, and hereby agrees to administer and distribute the trust estate according to the terms and conditions hereinabove set forth.

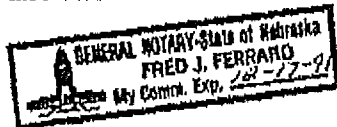
Trustor has initialled each page of this seven (7) page agreement, inclusive of Schedule "A", and CHARLES A. RUCKER as both Trustor and Trustee has executed this Agreement on the date set forth above.

Charles A. Rucker
CHARLES A. RUCKER, Trustor/Trustee

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 28th day of December, 1990, before me, a Notary Public qualified in said County, personally came CHARLES A. RUCKER, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the execution of said instrument was his voluntary act and deed.

SUBSCRIBED and SWORN to before me on the day and year last shown above.



[Signature]
Notary Public

(SCHEDULE A)

RUCKER ENTERPRISE TRUST

REVOCABLE LIVING TRUST AGREEMENT

SCHEDULE OF TRUST ASSETS

1. 821 NO 69TH STREET - OMAHA, NE 68132
2. 4021 NO 39TH STREET - Omaha, NE 68111
3. 4924 DAVENPORT ST - Omaha, NE 68132
4. 4911 DAVENPORT ST - OMAHA, NE 68132
5. 412 N 39TH ST - OMAHA, NE 68131
6. 821/23 NO 48TH ST - OMAHA, NE 68132
7. 3407 CUMING ST - OMAHA, NE 68131
8. 3409 CIMING ST - OMAHA, NE 68131

- A. Weitz Funds
- B. Johnson & Johnson stock
- C. SAC-FCU Money Funds
- D. Pension Financial Services stock portfolio