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ARGUMENT

The key question in this appeal is whether Section 20-19 of the Probate Act, a statute which restricts the payment of debt from only assets in a decedent’s estate, can be extended beyond its plain language to also restrict the payment of debt from assets in an *inter vivos* trust. Indeed, the application of Section 20-19 to this trust administration matter represents the sole issue advanced by Respondents in the circuit court and the foundation of the circuit and appellate court’s rulings. Instead of focusing on the issue before the Court, Respondents use their brief to implore the Court to find “any basis in the record” to affirm the appellate court’s ruling. Brief of the Respondents-Appellees (“Respondents’ Brief”) at 10. To this end, Respondents raise numerous new arguments related to the construction of Article Ten and the Settlor’s intent. Each of these arguments have been forfeited and, in any event, are without merit. This Court should decline Respondents’ invitation and focus solely on the primary issue on appeal.

I. Respondents provide no authority to support the application of Section 20-19 to the payment of debt from assets in an *inter vivos* trust.

The extension of Section 20-19 to the payment of debt from assets in an *inter vivos* trust is the central issue in this appeal.

a. Respondents’ statutory construction arguments are limited and without merit.

Respondents correctly note that “Illinois courts cannot deviate from a statute’s plain and unambiguous language by reading into the statute exceptions, limitations, or conditions not expressed therein.” Respondents’ Brief at 24 (internal quotations omitted). Respondents also correctly note that “under Section 20-19, regardless of how one inherits encumbered real estate, the recipient can obtain exoneration of the encumbrance from the decedent’s estate only if such intent is expressly stated within the decedent’s will.” *Id.* at

25 (emphasis added). This is a correct reading of the plain language of Section 20-19, which establishes that the statute's reach is limited to the payment of debt from the "real or personal estate of the decedent." 755 ILCS 5/20-19(a). Section 20-19's clear language, coupled with the fact that Respondents have never argued that such language is ambiguous, means that this Court need not look any further than the plain language itself to conclude that Section 20-19 applies to the payment of debt from only assets in a decedent's estate and does not extend to the payment of debt from assets in an *inter vivos* trust. See *In re Hernandez*, 2020 IL 124661, ¶ 18 ("If the statutory language is clear, it will be given effect without resort to other aids for construction").

Despite acknowledging that the plain language of Section 20-19 restricts only the payment of debt from assets in a decedent's estate, Respondents advance two arguments related to statutory construction. Neither has merit.

First, Respondents argue that the use of the word "trust" in the first clause of Section 20-19(a) shows that the legislature "clearly contemplate[d] its application to a trust." Respondents' Brief at 29. But Respondents' reliance on the inclusion of the word "trust" in the first clause of Section 20-19(a) is clearly misplaced. As outlined in the Trustee's brief, Section 20-19(a) is divided into two clauses. Trustee's Opening Brief ("Trustee's Brief") at 14-15. The first clause lists the types of property, including property that is received "by the terms of a trust agreement," which are subject to the second clause. 755 ILCS 5/20-19(a). Of course, property that has been "received by the terms of a trust agreement" does not refer to property that is currently within a trust (i.e., the statute is not talking about the regulation of trust assets). In any event, this first clause does not address how to treat such property. The second clause, which is relevant to the

Court's analysis and does not mention trusts, states that the receipt of such property is subject to a single limitation: an encumbrance related to the property may not be paid from the "real or personal estate of the decedent." *Id.* It is this unambiguous language that limits the reach of Section 20-19 to the payment of debt from only assets in a decedent's estate. If the legislature had intended to also restrict payments from trust property, it would have said so. See *Chatham Foot Specialists, P.C. v. Health Care Serv. Corp.*, 216 Ill. 2d 366, 398 (2005) ("We believe that if the General Assembly had intended for the provisions of the Act to protect the public welfare, the legislature would have said so").

Second, Respondents argue that a determination of the applicability of Section 20-19 to this matter should be made by construing the language of the will and the trust together. In making this argument, Respondents rely solely on this Court's ruling in *Harris Trust & Savings Bank v. Donovan*, 145 Ill. 2d 166 (1991). But *Harris Trust & Savings Bank* did not deal with the construction or applicability of a statute. Instead, the case dealt with an alleged ambiguity in the language of a trust document. *Id.* at 171-72. In construing the trust at issue, this Court determined that the language was not ambiguous because the plain and ordinary meaning of the words was apparent. *Id.* at 175. This Court went on to state that its conclusion was also supported by a reading of the trust in conjunction with the settlor's will—holding that when an analysis of a settlor's intent is necessary due to an alleged ambiguity in a trust document, courts can analyze such intent by looking outside the trust to the will. *Id.* This holding, which deals only with an analysis of a settlor's intent in the face of ambiguous trust language, has no application to the construction or reach of Section 20-19, and certainly does not suggest that courts can read provisions of one statute (e.g., the Probate Act) into another (e.g., the Trust Code).

Respondents’ minimal statutory construction arguments entirely ignore the fact that the language of Section 20-19 is not ambiguous; that this matter presents a question of trust administration, not probate; that wills and trusts are governed by entirely separate chapters of the Illinois Compiled Statutes (*see* 755 ILCS 5/1-1 *et seq.* (regulating estates); 760 ILCS 3/101 *et seq.* (regulating trusts)); that Section 20-19 appears in the Probate Act; and that the legislature chose not to include a provision similar to Section 20-19 in the recently enacted Trust Code. Respondents advance absolutely no arguments to support a construction of Section 20-19 which would make the statute applicable to restrict the payment of debt from assets in an *inter vivos* trust.

b. Respondents have failed to cite a single case applying Section 20-19 to restrict the payment of debt from assets in a trust.

Respondents concede that the cases relied upon by the circuit and appellate courts “do not specifically apply Section 20-19 to the discharge of an encumbered interest in real estate . . . from a trust[.]” Respondents’ Brief at 29. Yet, Respondents rely entirely on such cases in their argument. Each of these cases are easily distinguishable because they all relate to the payment of debt from only assets in a decedent’s estate—not from assets in an *inter vivos* trust (or any other source). *See In re Estate of Matthews*, 409 Ill. App. 3d 780 (1st Dist. 2011) (seeking payment from the decedent’s estate); *In re Estate of Light*, 385 Ill. App. 3d 196 (3rd Dist. 2008) (seeking the same); *Griffin v. Gould*, 72 Ill. App. 3d 747 (1st Dist. 1979) (seeking the same). In other words, the cases fit squarely within the statutory framework of Section 20-19, which, by its clear terms, restricts the payment of debt from a single source: the “real or personal estate of the decedent.” 755 ILCS 5/20-19; *see also* Respondents’ Brief at 25 (where Respondents admit that Section 20-19 restricts the “exoneration of [an] encumbrance from the decedent’s estate”). Importantly,

none of these cases suggests that Section 20-19 should be expanded beyond the statute's stated reach, and they certainly do not contain any support for the extension of Section 20-19 to restrict the payment of debt from assets in an *inter vivos* trust.

c. The authority Respondents cite from foreign jurisdictions supports a finding that Section 20-19 should not be extended to the payment of debt from assets in a trust.

In an attempt to make up for the lack of Illinois cases supporting their position, Respondents turn to statutes and cases from foreign jurisdictions. But such reliance is misplaced as these statutes and cases actually support the Trustee's position.

In total, Respondents cite non-exoneration statutes from four states: Florida, Iowa, Michigan, and Virginia. Yet Respondents fail to adequately explain how these statutes support their position, including citing just two cases interpreting these statutes—both of which are wholly irrelevant to this matter. In fact, as with Illinois cases that analyze Section 20-19, neither of these foreign cases address the payment of debt with trust assets. *See Woodward v. Smith (In re Estate of Woodward)*, 978 So. 2d 865 (Fla. Ct. App. Apr. 9, 2008); *Davis v. Goforth*, 82 Va. App. 720 (Va. Ct. App. Dec. 10, 2024).

Additionally, the statutes themselves support the Trustee's position that Section 20-19 should not be extended to restrict the payment of debt from assets in a trust. Three of these statutes (from Florida, Iowa, and Michigan) clearly exclude any restrictions related to trusts. Florida's non-exoneration statute is recognized as inapplicable to trusts. *See Fla. Stat. § 733.803* (limiting only payment "at the expense of the residue of the estate"); Shelly Wald Harris, et al., *No encumbrance statute governs trusts*, 12 Fla. Prac., Estate Planning § 11:6 (2024) ("No similar statute exists for living trusts"). Michigan and Iowa's statutes are specifically placed in sections of the states' probate codes reserved only for the construction of wills, not trusts. *See Mich. Comp. Laws § 700.2601-*

700.2608 (Titled: “Part 6 Rules of Construction Applicable Only to Wills.”); *Id.* at § 700.2602 (limiting the scope of this Part to the construction of wills); Iowa Code §633.264-633.278 (Titled: “General Provisions Relating to Wills”). And the only state to extend its statute to include terms in a trust (Virginia), does so explicitly. *See* Va. Code Ann. § 64.2-531 (“Unless a contrary intent is clearly set out in . . . the trust instrument . . . [certain encumbered real property] passes . . . without the right of exoneration”).

Simply put, the foreign authority chosen by Respondents reinforce that Section 20-19—a statute that, by its clear terms and placement in the Probate Act, applies only to the payment of debt from assets in a decedent’s estate—cannot be extended to restrict the payment of debt from assets in a trust. This conclusion is entirely consistent with Illinois law on statutory construction and Illinois cases that have analyzed Section 20-19.

d. Respondents fail to address the widespread negative effects that would occur if the appellate court’s opinion were affirmed.

Further, the radical expansion of Section 20-19 into the province of trust administration would have wide-reaching negative effects. *See* Trustee’s Brief at 22-25. Trusts and estates are subject to separate statutory frameworks for good reason. Applying Section 20-19 to trust administration would compromise the Trust Code’s position as the statutory authority for administering trusts and would risk destroying the efficacy of trusts and the key benefits they provide. It would also compromise innumerable trusts that have been prepared without any indication that Section 20-19 (or other Probate Act provisions) apply to trusts—upsetting the intention of countless settlors, including many deceased or incapacitated settlors who can no longer change their trusts. And it would create vast confusion in the world of trust administration, leaving practitioners and courts to guess which other seemingly inapplicable provisions of the Probate Act might now

apply to trusts. Respondents fail to address the real-world consequences that affirming the appellate court's opinion would create. Fortunately, this Court can prevent these negative effects and maintain the longstanding status quo by rejecting Respondents' position.

II. This Court does not need to analyze the Settlor's intent beyond the clear and unambiguous language of Article Ten of the Trust.

Article Ten of the Trust provides clear direction to pay all the Settlor's just debts from assets in the Trust. A29-39. In the circuit court, Respondents did not argue that the language of Article Ten was ambiguous or that the Promissory Note was not a just debt of the Settlor. Instead, they advanced a single argument: that using Trust assets to pay the Promissory Note was prohibited by Section 20-19 of the Probate Act. But Section 20-19 of the Probate Act does not apply to this trust administration matter. Perhaps recognizing the fatal flaw in their chosen argument, Respondents spend much of their brief on arguments which were not raised in the circuit court. Such arguments, concerning the construction of Article Ten and the Settlor's intent, have been forfeited and, in any event, are without merit. Instead of entertaining these distractions, the Court need only look at the language used in Article Ten, which unambiguously requires the payment of all the Settlor's debts (which includes the Promissory Note) from assets in the Trust.

a. The language used in Article Ten is clear and unambiguous, negating the need for further construction or analysis of the Settlor's intent.

When interpreting the language of a trust, a court's objective "is to determine the settlor's intent, which the court will effectuate if it is not contrary to law or public policy." *Citizens Nat'l Bank of Paris v. Kids Hope United, Inc.*, 235 Ill. 2d 565, 574 (Ill. 2009). In analyzing the settlor's intent, courts "consider the plain and ordinary meaning of the words used[.]" *Id.* Such analysis "is limited to establishing not what the settlor meant to say, but what was meant by what he did say." *Northern Illinois Medical Center*

v. Home State Bank, 136 Ill. App. 3d 129, 145 (2nd Dist. 1985). Though courts have access to the same rules of construction that apply to wills and contracts, these rules of construction are not necessary where the trust’s language is unambiguous. *See First National Bank v. Canton Council of Campfire Girls, Inc.*, 85 Ill. 2d 507, 514 (1981) (“If the intent may be gathered from the language of the document without reference to rules of construction, there is no need to use them”).

Here, Article Ten of the Trust unambiguously provides for the payment of all the Settlor’s just debts with assets from the Trust, stating in relevant part:

“After my death, the Trustee shall pay from the Trust Estate, directly or through my personal representative, without apportionment or reimbursement, all of my just debts . . .” A38-39.

This statement clearly directs the Trustee to do exactly what it says: pay all the Settlor’s just debts with assets from the Trust. As with this directive, the term “just debts” is unambiguous, as this term has long referred to any debt which could have been enforced against a Settlor during their lifetime. *See e.g., Molner v. Silbert*, 8 Ill. App. 2d 388, 392 (Ill. App. 1956) (“the words ‘my just debts’ mean debts owing at the time of the death of the decedent”); *Ballentine’s Law Dictionary* (3rd ed. 1969) (defining “Just Debts of Decedent” as “All claims which could have been enforced by action against the decedent in his lifetime”). The inclusion of a list of examples following the term “just debts” does not render the term itself ambiguous, as this Court has held that such lists are merely illustrative, not exhaustive. *People v. Perry*, 224 Ill. 2d 312, 328-331 (2007) (explaining at length that a general term, “when followed by a listing of items, means that the preceding general term encompasses the listed items, but the list is not exhaustive”).

Respondents did not argue in the circuit or appellate courts that Article Ten is ambiguous. And both the circuit and appellate courts correctly held that Article Ten

clearly directs the trustee to pay the Settlor's debts with assets from the Trust and that the Promissory Note is a debt of the Settlor. *See* A21 (circuit court finding that "Article Ten of the Trust document is a general direction to the Trustee to pay all of the Settlor's just debts" and the "promissory note is unquestionably a debt of [the Settlor]"); A7 (appellate court finding that "[t]here is no question that article 10 of the Trust directs Debra to pay all 'just debts' of the Settlor from the Trust estate [and the] defendants acknowledge that the promissory note is Settlor's debt"). In fact, if Article Ten did not provide such a clear directive, there would have been no basis for the circuit court to conclude that the Trust required the trustee to pay the tractor debt—which, like the Promissory Note, is not listed in Article Ten—with assets from the Trust. *See* A23 (where the circuit court explained that Article Ten requires payment of the tractor debt because it "is not subject to Section 20-19"). Respondents did not contest and have not appealed this conclusion.

As the language in Article Ten is clear and susceptible to only one meaning, it must be concluded that it is not ambiguous. *McCarthy v. Taylor*, 2014 IL App (1st) 132239, ¶ 58 ("Language is ambiguous when it is reasonably susceptible to more than one meaning"); *Espevik v. Kaye*, 277 Ill. App. 3d 689, 694 ("A trust provision is not ambiguous merely because the parties disagree on its meaning"). Therefore, there is no need for this Court to utilize any additional tools of construction or to engage in a further analysis of the Settlor's intent related to Article Ten. *First National Bank*, 85 Ill. 2d at 514 ("If the intent may be gathered from the language of the document without reference to rules of construction, there is no need to use them"). Instead, it must be concluded that Article Ten requires the Trustee to pay the Promissory Note with assets from the Trust.

b. Respondents have forfeited any arguments related to the construction of Article Ten and the Settlor's intent.

Not only is further analysis of the construction of Article Ten or the Settlor's intent unnecessary, but Respondents have forfeited any arguments related to these issues. In the circuit court, Respondents raised just one argument related to Article Ten: that using Trust assets to pay the Promissory Note was prohibited by Section 20-19 of the Probate Act. *See* A117-19; A18-19. Despite this single argument below, Respondents now bring multiple new arguments focused on the meaning of Article Ten and the Settlor's intent, all of which are independent of the application Section 20-19. *See* Respondents' Brief at 10-23. Respondents had multiple occasions to raise these arguments in the circuit court, including in their response to the Trustee's petition (A80-84), orally before the court (A104-127), or in a brief of additional authority allowed by the circuit court (A127, A94-96), but they chose not to do so. Because Respondents did not raise these arguments in the circuit court, they are forfeited and need not be considered. *Gunnison Commons, LLC v. Alvarez*, 2024 IL App (1st) 232176, ¶ 23 (“[A]rguments not raised in the circuit court are forfeited and cannot be raised for the first time on appeal.”) (internal citations omitted); *Id.* at ¶ 24 (noting that circumstances did not warrant relaxing the forfeiture rule since plaintiffs had two opportunities to raise the issues before the circuit court).

c. Respondents' arguments related to the construction of Article Ten and the Settlor's intent lack merit.

The arguments advanced by Respondents are nothing more than an attempt to obfuscate the unambiguous language of Article Ten and thwart the clearly expressed desire of the Settlor. Not only have such arguments been forfeited, but they lack merit.

i. Respondents’ reliance on cases requiring more than general language in wills subject to Section 20-19 is misplaced.

Respondents argue that the provision in Article Ten of the Trust directing the trustee to pay all the Settlor’s just debts is contrary to Illinois law which provides “that a general direction within a will . . . is insufficient to express an intent by the decedent to shift the liability for encumbrances . . . to the decedent’s estate.” Respondents’ Brief at 12. But Respondents’ reliance on this precedent is misplaced, as it originates with Section 20-19 and applies only when Section 20-19 does. *See* 755 ILCS 5/20-19 (“Except as otherwise expressly provided by decedent’s will . . .”). This is evident from the three cases Respondents cite, all of which address the payment of debt from a decedent’s estate and conclude that general provisions in a will are not sufficient because, in that instance, Section 20-19 applies. *Griffin*, 72 Ill.App.3d at 752 (holding that something more than a general provision in a will is “required by section 20-19”); *In re Estate of Matthews*, 409 Ill.App.3d at 787 (finding that a general provision in a will “fail[ed] to satisfy the requirements of section 20-19”); *In re Estate of Light*, 385 Ill. App. 3d 196 at 201 (concluding that a testator must “expressly provide[] for the payment of the taxes out of her estate” when section 20-19 applies). But Section 20-19 does not apply here—where the debt is being paid from assets in an *inter vivos* trust, not a decedent’s estate. Therefore, the precedent relied on by Respondents is clearly not applicable.

Furthermore, Respondents’ argument ignores the entire purpose of including broad, general provisions in trusts and other instruments: to account for a wide range of circumstances or possibilities. *See e.g., J & K Cement Construction, Inc. v. Montalbano Builders, Inc.*, 119 Ill. App. 3d 663, 670 (2nd Dist. 1983) (explaining that broad clauses

are designed to encompass as many circumstances as possible). There is no basis to conclude that such broad language in a trust is impermissible. Instead, such language should be seen as a purposeful choice. *See Insurance Ben. Group, Inc. v. Guarantee Trust Life Insurance Co.*, 2017 IL App (1st) 162808, ¶ 38 (noting that it is presumed that language inserted into a document was done so purposefully). If the Settlor had wanted to limit payments toward the Promissory Note (or similar debt), he could have easily said so—as he did with the payment of debt related to taxes on a generation-skipping transfer. *A38-39; Thompson v. Gordon*, 241 Ill. 2d 428, 449 (2011) (“[T]here is a presumption against provisions that easily could have been included in a contract but were not”). And the Settlor’s decision not to expressly provide for the payment of Promissory Note is irrelevant because such specificity was not necessary given the unambiguous language of Article Ten which provided for the payment of all the Settlor’s just debts. *See Harris Trust & Savings Bank*, 145 Ill. 2d at 176-77 (1991) (“The fact that decedent could have used other words to disinherit [his child] does not render the method decedent used to disinherit [the child] ambiguous”).

ii. The doctrines of *ejusdem generis* and *expressio unius est exclusio alterius* do not limit the express terms of Article Ten.

Respondents argue that construing Article Ten in light of *ejusdem generis* and *expressio unius est exclusio alterius*, two previously unasserted doctrines, establishes that the Promissory Note should not be considered a just debt. Respondents’ Brief at 13-21. Such arguments, raised for the first time in Respondents’ Brief, rely entirely on the latter portion of Article Ten, which includes examples of just debts payable by the Trust:

“After my death, the Trustee shall pay from the Trust Estate, directly or through my personal representative, without apportionment or reimbursement, all of my just debts, *including the expenses of my last illness and funeral, all expenses of administration of property wherever*

situated, passing under my Will or this instrument or otherwise, and all estate, inheritance, transfer and succession taxes which become due by reason of my death (including interest and penalties thereof, if any), other than any tax on a generation-skipping transfer which is not a liability of my estate.” A38-39 (emphasis added).

Respondents argue that application of the two doctrines to this language establishes that the list of examples in Article Ten should be considered an exhaustive list of the only debts payable by the Trust. Therefore, because the list does not include the Promissory Note, Respondents argue that it should not be considered a just debt. Respondents Brief at 13-21. But Respondents’ position is foreclosed by this Court’s own precedent.

Contrary to Respondents’ assertions, this Court has long held that lists beginning with “including” are non-exhaustive lists of examples and are not limiting. *See Perry*, 224 Ill. 2d at 328-331 (explaining at length that a general term, “when followed by a listing of items, means that the preceding general term encompasses the listed items, but the list is not exhaustive”). As a result, the list in Article Ten that follows the general term “just debts” does not prevent the payment of unmentioned debts, as Respondents suggest. Instead, it merely ensures that common, predictable debts will not be forgotten. This is a result that is clearly understood by Respondents, who have never opposed the payment of the tractor debt—which, like the Promissory Note, is not expressly mentioned in Article Ten. It is also a result that is not foreclosed by the cases Respondents cite employing the doctrines of *ejusdem generis* and *expressio unius est exclusio alterius*, none of which analyze a general term followed by a list of examples. To agree with Respondents and hold that a list of examples following a general term can be used to limit the general term would not only violate this Court’s precedent, but it would compromise countless statutes, trusts, contracts, and other instruments that use this common technique.

iii. Construing Article Ten in light of other provisions in the Trust does not alter the unambiguous mandate of Article Ten.

Respondents argue that this Court should construe Article Ten, which requires the payment of the Settlor’s debts, in light of various provisions contained in Article Four. Respondents’ Brief at 21-23. But such provisions deal with the disposition of Trust property to the Trust’s beneficiaries—not the payment of the Settlor’s debt. *See* A30-32. As such, they are entirely irrelevant to the issue before the Court. Further, Respondents ignore that Article Four begins by explicitly prioritizing the payment of the Settlor’s debts over any other use of Trust property. A30 (“At my death, if my wife survives me, and we are married, my successor Trustee shall hold, administer and distribute the Trust Estate, after making the payments provided for in ARTICLE TEN below”).

Respondents’ request for this Court to construe the unambiguous language of Article Ten in light of other unrelated provisions of the Trust is nothing more than an invitation to engage in speculation. It fits Respondents’ request that this Court participate in a fishing expedition to affirm the appellate court “upon any basis in the record.” Respondents’ Brief at 10. The Court should decline this invitation and uphold the plain language of Article Ten. *See Citizens Nat’l Bank of Paris*, 235 Ill.2d at 574 (when analyzing a settlor’s intent, courts “consider the plain and ordinary meaning of the words used”); *Northern Illinois Medical Center*, 136 Ill. App. 3d at 145 (courts are “limited to establishing not what the settlor meant to say, but what was meant by what he did say”); *In re Estate of Laas*, 134 Ill. App. 3d 504, 509 (1st Dist. 1985) (“it is the duty of courts to construe [instruments] as they are articulated rather than change or redraft them”).

d. The Record clearly establishes that the Settlor intended the Trust to be responsible for payment of the Promissory Note.

Even if it were necessary for this Court to analyze the intent of the Settlor beyond the unambiguous language of Article Ten, such an analysis would show that the Settlor clearly intended for the Trust to be responsible for the payment of the Promissory Note. This is evident from the fact that the Settlor chose to encumber three trust properties (the entire universe of trust assets) to secure the Promissory Note. A45-62. In doing so, the Settlor directly placed Trust assets on the line should the Promissory Note fall into default. Outside the unambiguous language of Article Ten, this is strongest indication of the Settlor's intent and establishes beyond any doubt that the Settlor intended that Trust assets be used for the payment of the Promissory Note. Should the Court decide to engage in an additional analysis of the Settlor's intent related to the Promissory Note, it is this evidence which should be prioritized. *See McCarthy v. Taylor*, 2014 IL App (1st) 132239, ¶ 58 (a court should rely on extrinsic evidence to aid construction only "where the language of a trust is ambiguous and the settlor's intent cannot be determined").

CONCLUSION

The clear language of Article Ten of the Trust, along with the Settlor's express decision to encumber the entire universe of Trust assets to secure the Promissory Note, establishes without a doubt that the Settlor intended that Trust assets be used to pay the Promissory Note after his death. Respondents have never had a valid argument to counter the Trust's plain language or the actions of the Settlor, and they chose to advance only one argument in the circuit court: that using Trust assets to pay the Promissory Note was prohibited by Section 20-19 of the Probate Act. But Section 20-19, which restricts to the payment of debt from only assets in a decedent's estate, does not apply to the payment of

debt from assets in an *inter vivos* trust—nor should it. Trusts and estates are regulated by entirely different statutes, and merging the two, as Respondents desire (and as the circuit and appellate courts have done) would have wide-reaching, negative effects. Chief among these would be the destruction of the efficacy of trusts and the numerous protections they provide. This Court can avoid these negative outcomes by reversing the appellate court’s opinion, adhering to the plain language of Section 20-19 and Article Ten of the Trust, and directing the Trustee to pay the Promissory Note with assets from the Trust.

Dated: April 22, 2026

RESPECTFULLY SUBMITTED,

DEBRA A. TIEDEMANN, as Trustee of the
EDWARD E. TIEDEMANN TRUST
DATED JANUARY 30, 2014

By: WEBBER & THIES, P.C.

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CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages or words contained in the Rule 341(d) cover, the Rule 341(h)(1) table of contents and statement of points and authorities, the Rule 341(c) certificate of compliance, the certificate of service, and those matters to be appended to the brief under Rule 342(a), is 16 pages.

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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 this instrument are true and correct.

On April 22, 2026, the undersigned caused to be electronically filed the Opening Brief of Appellant Debra A. Tiedemann, as Trustee of the Edward Tiedemann Trust Dated January 30, 2014 with the Clerk of the Court using the eFileIL system which will serve all counsel of record, and on the same date caused a true and correct copy of said petition to be served no later than 5:00 p.m. via electronic mail to:

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