



T Kost &lt;tkost999@gmail.com&gt;

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**Timeliness issues in Kost case**17 messages

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**T Kost** <tkost999@gmail.com>

Sun, May 1, 2022 at 10:25 AM

To: Alphonse Talarico &lt;contact@lawofficeofalphonsetalarico.com&gt;

Alphonse,

1) The vote to pass the TIF district proposal will take place at the next Trustee meeting this coming Tuesday night beginning at 7:00 pm.

From what I have observed I expect the vote to pass the proposal.

2) Up to this point I have considered:

a) Filing a lawsuit before that time.

b) Asking for a stay of the proceedings or a constraint order from a Judge based on the information in my draft of the civil complaint to stop the vote until certain issues are addressed.

But I really don't understand my options.

3) I am also aware that filing a lawsuit against a municipality is different than filing a lawsuit against a private individual.

4) I am aware that in some cases it is necessary to file a 'notice of claim' form with the municipal clerk and wait for a response before one is 'granted permission' to file a civil lawsuit in court.

I have already contacted the clerk (who has been quite polite to me) about this and she forwarded the email to the village attorney. Attached to this email is the latest response I received from the village attorney.

I have already submitted letters to all board members and managing officials at village hall (on two different occasions) concerning my objections over 2 weeks ago so, since the village attorney is not answering the question, I believe I have satisfied all requirements (but I don't know).

5) Also, I am aware that civil complaints against a municipality in Illinois are subject to a special statute: (745 ILCS 10/) Local Governmental and Governmental Employees Tort Immunity Act.

I am attaching the complete act to this email.

This is where I currently stand with respect to the issue of timing.

Thanks

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**2 attachments**



Questions Posed to Village Clerk - tkost999@gmail.com - Gmail.png  
125K



745 ILCS 10\_ Local Governmental and Governmental Employees Tort Immunity Act.htm  
244K

**T KOST** <tkost999@gmail.com>  
To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

Sun, May 1, 2022 at 12:28 PM

**CONCERNING HOME AND PROPERTY OWNERSHIP:**

Our family owns the property at: 423 Dempster St, Mount Prospect, IL, 60056

The property is held as part of a revocable trust. It is called: "Richard W. Kost Revocable Trust"

Richard Kost is my father and he will be 90 years old in a few months. I already do all the day to day business of the family.

The section on settlor and successor trustees reads:

"Section 2.01 APPOINTMENT OF SUCCESSOR TRUSTEE. If the Settlor is deceased, incapacitated, or otherwise unable or unwilling to act as Trustee, the Settlor hereby appoints THOMAS W. KOST as Successor Trustee of this Trust."

The revocable trust contains this section also:

"Section 2.10 RESIGNATION OR DECLINATION OF TRUSTEE. Each Trustee hereunder (whether originally designed herein or appointed as a Successor) shall have the right to resign or decline at any time by giving thirty (30) days written notice to that effect to the current income beneficiary or to the beneficiary or beneficiaries then entitled to distributions hereunder. If there is no Successor Trustee appointed in Section 2.01 herein, the resigning or declining Trustee shall appoint an individual or corporate Trustee to succeed said resigning or declining Trustee, notify the beneficiary or beneficiaries in writing, and shall obtain acceptance of office from the individual or corporate Trustee so appointed. If the resigning or declining Trustee has not appointed a Successor Trustee or if the appointed Successor Trustee has not accepted said office within thirty (30) days of its appointment, then in that event, the beneficiary or beneficiaries shall have the right to appoint an individual or corporate Trustee if no Successor Trustee is appointed herein and shall notify the resigning or declining Trustee in writing of such appointment, however a beneficiary may not appoint himself or herself as the Successor Trustee. The resigning Successor Trustee, upon the effective date of its resignation, shall deliver to the succeeding Trustee and to each such beneficiary of the trust, a statement of all receipts and disbursements of the trust, together with and inventory of assets belonging to the trust."

The beneficiaries are me and my two children. Nobody else is listed as beneficiaries.

Richard W. Kost, the Settlor wishes to resign ASAP so I can handle all business related to protecting the property.

I know, due to conflict of interest, you can have nothing to do with this.

We are preparing the resignation papers right now.

Let me know if you have any questions or comments about this.

CONCERNING THE LEGAL CORPORATE NAME OF MOUNT PROSPECT:

It is commonly called the "Village of Mount Prospect".

But on the ILsos.gov website it is listed as follows.

Name of local government: MOUNT PROSPECT

Form of government: M-VILLAGE

Thanks

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**Alphonse Talarico** <[contact@lawofficeofalphonsetalarico.com](mailto:contact@lawofficeofalphonsetalarico.com)>

Sun, May 1, 2022 at 2:48 PM

To: T Kost <[tkost999@gmail.com](mailto:tkost999@gmail.com)>

Dear Mr. Thomas W. Kost,

Pursuant to our discussion of May 1, 2022, please verify that the real estate you believe has been placed in trust is actually transferred with a recorded deed into the trust.

Just adding to a list of assets that is attached to the trust itself does not change its status unless when it was first obtained from a third party it was deeded into the trust.

If it is not already in trust the proper plaintiff would be the grantee on the deed from some outside third party.

The issue of successor trustees would be moot regarding the real estate in question herein if the real estate is not in the trust.

Please call with any questions.

Your anticipated cooperation is greatly appreciated,  
Alphonse A. Talarico

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**From:** T Kost <[tkost999@gmail.com](mailto:tkost999@gmail.com)>

**Sent:** Sunday, May 1, 2022 12:28 PM

**To:** Alphonse Talarico <[contact@lawofficeofalphonsetalarico.com](mailto:contact@lawofficeofalphonsetalarico.com)>

**Subject:** Re: Timeliness issues in Kost case

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**T Kost** <[tkost999@gmail.com](mailto:tkost999@gmail.com)>

Sun, May 1, 2022 at 2:57 PM

To: Alphonse Talarico <[contact@lawofficeofalphonsetalarico.com](mailto:contact@lawofficeofalphonsetalarico.com)>

Alphonse,

Just after our telephone conversation I have been able to verify that THE PROPERTY AND HOUSE IS INDEED ALREADY PART OF THE TRUST.

From the trust:

"Section 1.01 TRANSFER OF TRUST PROPERTY The Settlor, for and in consideration of the covenants contained herein, and for Ten Dollars (\$10.00) and other good and valuable considerations, hereby transfers, assigns and delivers to the Trustee herein all assets shown on Schedule "A" annexed hereto and made a part hereof, receipt of which is hereby acknowledged by the Trustee, to be held and administered, together with all other property that may from time to time be added to the Trust, in Trust, for the uses and purposes and upon the terms and conditions set forth therein."

Under SCHEDULE "A" is listed:

"Real estate located at 423 W. Dempster St., Mount Prospect, IL"

In summary, the property and home have been part of the Trust since 2001.

Thanks

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**Alphonse Talarico** <[contact@lawofficeofalphonsetalarico.com](mailto:contact@lawofficeofalphonsetalarico.com)>  
To: T Kost <[tkost999@gmail.com](mailto:tkost999@gmail.com)>

Sun, May 1, 2022 at 3:02 PM

Do you have a recorded deed into trust ?

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**From:** T Kost <[tkost999@gmail.com](mailto:tkost999@gmail.com)>

**Sent:** Sunday, May 1, 2022 2:57 PM

**To:** Alphonse Talarico <[contact@lawofficeofalphonsetalarico.com](mailto:contact@lawofficeofalphonsetalarico.com)>

**Subject:** Re: Timeliness issues in Kost case

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**Alphonse Talarico** <[contact@lawofficeofalphonsetalarico.com](mailto:contact@lawofficeofalphonsetalarico.com)>  
To: T Kost <[tkost999@gmail.com](mailto:tkost999@gmail.com)>

Sun, May 1, 2022 at 3:23 PM

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**From:** T Kost <[tkost999@gmail.com](mailto:tkost999@gmail.com)>

**Sent:** Sunday, May 1, 2022 2:57 PM

**To:** Alphonse Talarico <[contact@lawofficeofalphonsetalarico.com](mailto:contact@lawofficeofalphonsetalarico.com)>

**Subject:** Re: Timeliness issues in Kost case

May I see the current deed?

Thank you,

Alphonse A. Talarico

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**T Kost** <[tkost999@gmail.com](mailto:tkost999@gmail.com)>  
To: Alphonse Talarico <[contact@lawofficeofalphonsetalarico.com](mailto:contact@lawofficeofalphonsetalarico.com)>

Sun, May 1, 2022 at 4:19 PM

I'll need some time on that but I am sure the home is part of the trust. Will verify through the deed.

[Quoted text hidden]


**T Kost** <tkost999@gmail.com>  
To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

Sun, May 1, 2022 at 4:44 PM

Deed is attached as pdf.

[Quoted text hidden]

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 **deed\_423\_Dempster.pdf**  
1548K

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**Alphonse Talarico** <contact@lawofficeofalphonsetalarico.com>  
To: T Kost <tkost999@gmail.com>

Mon, May 2, 2022 at 1:05 PM

Dear Thomas W. Kost,

Thank you for sending the deed for the subject property.

After review, it is my opinion that the deed fails to transfer the real estate into the Richard W. Kost Revocable Trust.

As such the named Plaintiff in this expected action should be Richard W. Kost.

Since the rules for governmental tort immunity are generally draconian, I believe this matter has to be addressed as soon as possible.

As an aside, it is my opinion that if Richard W. Kost were to pass before transfer into his revocable trust this asset would be subject to probate and pass accordingly.

Sincerely,  
Alphonse A. Talarico

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**From:** T Kost <tkost999@gmail.com>  
**Sent:** Sunday, May 1, 2022 4:44 PM  
**To:** Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>  
**Subject:** Re: Fw: Timeliness issues in Kost case

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**T Kost** <tkost999@gmail.com>  
To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

Mon, May 2, 2022 at 1:59 PM

Wow. In what way does it fail? I will contact the law firm that handled this case immediately since we have already paid them to do this work.

[Quoted text hidden]

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**T Kost** <tkost999@gmail.com>  
To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

Mon, May 2, 2022 at 2:16 PM

I contacted them and sent them the deed. I gave them your name. I told them the matter is urgent. When they contact me I will forward the email.

[Quoted text hidden]

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**T Kost** <tkost999@gmail.com>

Mon, May 2, 2022 at 2:42 PM

To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

Alphonse, Lenore contacted me and sent what she said was the last recorded deed. Maybe it is different?

It is attached.

[Quoted text hidden]

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**Lenore D. Franckowiak**

Attorney - Partner

**KISELSTEIN  
FRANCKOWIAK  
LAW  
GROUP**

*estate planning with compassion*

347-670-8200

lenore@kf-lawgroup.com

www.kf-lawgroup.com

930 E. Northwest Highway  
Mt. Prospect, IL 60056



image001.png  
57K

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**T Kost** <tkost999@gmail.com>

Mon, May 2, 2022 at 4:00 PM

To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

Alphonse, this is the message Lenore sent me:

" That is the last recorded deed. We will contact attorney Talarico and ask him to elaborate as to why he believes the deed does not effectively transfer the real estate into the Richard W. Kost Revocable Trust. "

I sent her the same deed that I sent to you, so she acknowledges that what you have is the last recorded deed.

I will contact her again and ask her to elaborate.

[Quoted text hidden]

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**T Kost** <tkost999@gmail.com>

Tue, May 3, 2022 at 12:11 AM

To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

Alphonse,

1) I did contact Lenore again and asked that she call you directly.

2) This is obviously very important, not only in the present case but also because we want the Richard W. Kost Revocable Trust to have no mistakes.

3) Paul Dulberg has recently used the same law firm to create the Paul R. Dulberg Revocable Trust. If there is some problem with the way this quit claim deed in trust was prepared, then Paul Dulberg may have the same problem with the one he recently received.

4) I'd be very interested to know what particular thing you noticed about the deed that made you question its legality or validity.

Thank you

[Quoted text hidden]

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**Alphonse Talarico** <contact@lawofficeofalphonsetalarico.com>

Tue, May 3, 2022 at 8:03 AM

To: T Kost <tkost999@gmail.com>

Thomas,

I believe the words of conveyance are not legally sufficient and the exculpation clause by the drafter is troublesome/shocking.

You are welcome,

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**From:** T Kost <[tkost999@gmail.com](mailto:tkost999@gmail.com)>

**Sent:** Tuesday, May 3, 2022 12:11 AM

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**T Kost** <[tkost999@gmail.com](mailto:tkost999@gmail.com)>

Tue, May 3, 2022 at 10:20 AM

To: Alphonse Talarico <[contact@lawofficeofalphonsetalarico.com](mailto:contact@lawofficeofalphonsetalarico.com)>

Thanks. I know you are busy with Dulberg today. I will take it up with Lenore.

[Quoted text hidden]

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**T Kost** <[tkost999@gmail.com](mailto:tkost999@gmail.com)>

Tue, May 3, 2022 at 10:30 PM

To: Alphonse Talarico <[contact@lawofficeofalphonsetalarico.com](mailto:contact@lawofficeofalphonsetalarico.com)>

Alphonse,

I wrote the following message to Lenore:

"Lenore,

The issue my current attorney, Alphonse Talarico, has with the wording in the deed is as follows (a direct quote from him):

"Thomas,

I believe the words of conveyance are not legally sufficient and the exculpation clause by the drafter is troublesome/shocking."

I am also confused as to why the drafter (scrivener as described in the document) disclaims responsibility for any problems and seems to place responsibility on the "grantor", who I assume is Richard Kost.

This document, obviously, has to be 100% enforceable if it is challenged. There seems to be no reason why the drafter of the document at the time doesn't take the time to verify the 'legal description' themselves and prepare the document with no legal disclaimers attached.

This is very important for at least 2 reasons. We are currently filing a civil lawsuit which involves the property, and the name of the plaintiff of the lawsuit changes depending on the enforceability of the deed.

My current attorney feels that the defense counsel can have the lawsuit thrown out if this deed is not 100% enforceable and the defense will probably challenge the wording of the deed in court. They will try to get out of the lawsuit on this technicality.,

I agree with him in that there should be no reason for a disclaimer in the wording of the deed. It may attract problems for us now and in the future. It is too much of a risk for us if we need to survive legal challenges in the current lawsuit. So, my questions are:

- 1) Why is this disclaimer included in the document?
- 2) Are you absolutely sure this document can survive legal challenges now or in the future?
- 3) If you are sure it can survive and is 100% enforceable, why include a disclaimer at all?"

She returned the following message:

"Hi Thomas:

The real estate was placed into your father's revocable living trust to avoid probate at his passing. The deed as recorded will do just that. We do not do warranty deeds when transferring the real estate into a person's revocable living trust. Your father's trust is a revocable living trust. A revocable living trust does not provide any asset protection for your father. While he is alive, your father and his revocable living trust are the same entity. The deed transfers the real estate from your father individually to your father as Trustee, of his revocable living trust of which he is the Settlor, Trustee, and beneficiary of the revocable living trust.

I suggest that you have attorney Talarico prepare a new deed if he for some reason does not believe the current deed is adequate for the issue he is currently assisting your father with. "

In conclusion, she seems confident the deed does what she says. I'm not so sure. I do know I cannot expect a more detailed answer from her.

My suggested solution? I know you can't do this work due to conflict of interest. I want to do whatever it takes as soon as possible to put this deed in a form you feel confident with and I will pay whatever is necessary.

If you tell me exactly what you want to see in the deed I will look for a third party that will get it done ASAP since we do not have time to waste on uncertainty and we do not want to give defense counsel any excuse to dismiss a potential lawsuit.

Also, I believe the TIF district was passed by the Trustees Tuesday evening. I will have verification soon.

Thanks

[Quoted text hidden]