

Trust Agreement
UNOFFICIAL COPY

DATED this 12th day of September 19 93, and known as TRUST NUMBER 4007

IT IS AGREED:

BANK OF LYONS, Lyons, Illinois, a corporation of Illinois as Trustee hereunder, is about to take legal and equitable title to the following described property in Cook County, Illinois to wit:

^{CS}
Lot 10 in Block 6 in Pinewood East Unit 6, being a Subdivision in the North $\frac{1}{2}$ of Section 7, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax # 27-07-²⁰⁵200-001 Improved with: Single Family Residence
Common Address: 14424 Creek Crossing Drive, Orland Park, IL

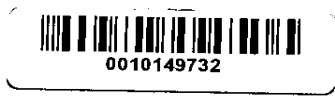
When the Trustee has taken title to the real estate or has accepted in writing title to any other property conveyed to it as Trustee hereunder, the Trustee will hold it for the uses and purposes and on the trusts herein stated. Any other property conveyed to the Trustee without written acceptance by the Trustee shall not be subject to this agreement.

BENEFICIARY or holder of Power of Direction will not be disclosed to the public, unless otherwise directed in writing. The following named persons and their successors in interest shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to wit:

See Exhibit A attached hereto.

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2001-02-26 11:33:20
Cook County Recorder 23.50



POWER OF DIRECTION referred to on the reverse side hereof shall be in:

Diane L. Kauth, and upon her death to the then beneficiary/ies.

WRITTEN INQUIRIES, legal notices and other similar matters should be forwarded by First Class mail to:

~~Diane L. Kauth, 14424 Creek Crossing Drive, Orland Park, IL 60462~~

BILLS shall be mailed to:

Diane L. Kauth, 14424 Creek Crossing Drive, Orland Park, IL 60462

The **BANK OF LYONS**, Lyons, Illinois, shall receive for its services in accepting this trust and taking title hereunder, the sum of \$ 0-; and, each year in advance, for holding title, an annual fee as determined by the Trustee's then current rate schedule. Fees are subject to adjustment in accordance with the schedule from time to time in effect. The Trustee shall receive reasonable compensation for executing deeds, mortgages, or other instruments, and any special services which may be rendered; and for taking and holding any other property which may hereafter be conveyed to it. If the value of the property is increased for any reason after the Trustee has accepted title thereto or as additional property is conveyed into trust, the Trustee shall be entitled to a reasonable increased annual fee in accordance with its scheduled fees for holding title to property. **The beneficiaries hereunder jointly and severally agree to pay all fees, charges, or other compensation.**

THIS AGREEMENT IS SUBJECT TO ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF AND WHICH ARE HEREBY INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

ALL BENEFICIARIES have signed this Trust Agreement in order to signify their assent to the terms herein.

In **TESTIMONY WHEREOF**, **BANK OF LYONS** has caused these presents to be signed by its Trust Officer and attested by its Secretary and has caused its corporate seal to be hereto attached on the day and date above written.

BANK OF LYONS, LYONS, ILLINOIS

BY: Virginia J. Rusche Trust Officer ATTEST: Thomas J. Proctor Assistant Secretary

Diane L. Kauth Social Security # 321-50-7943 Phone: 708-403-2604
Signature of Beneficiary Diane L. Kauth

Address 14424 Creek Crossing Drive, Orland Park State IL Zip 60462

Edward Stone Social Security # 343-56-7766 Phone: _____
Signature of Beneficiary Edward Stone

Address 14424 Creek Crossing Drive City Orland Park State IL Zip 60462

_____ Social Security # _____ Phone: _____
Signature of Beneficiary

Address _____ City _____ State _____ Zip _____

Signature and address of the person having a **POWER OF DIRECTION** if other than a beneficiary.

_____ Social Security # _____ Phone: _____
Signature

Address _____ City _____ State _____ Zip _____

UNOFFICIAL COPY

The interest of every beneficiary and of any person who may become entitled to an interest hereunder shall consist only of (1) the power to direct the Trustee to deal with title to the property; (2) the power to manage, possess, use and control the property; and (3) the right to receive the earnings, avails and proceeds from leases and other uses and from mortgages, sales and other dispositions of the property. Such rights and powers shall be personal property and may be assigned as such. On the death of any beneficiary, his interest, except as otherwise specifically provided, shall pass to his executor or administrator and not to his heirs at law. No beneficiary at any time shall have any right, title or interest in or to any portion of the legal or equitable title to the property. The death of any beneficiary shall not terminate the trust or affect the rights or powers of the Trustee or of the beneficiaries except as provided by law.

By amendment in writing delivered to and accepted by the Trustee, any beneficiary having a vested interest hereunder shall at any time or times have the right to revoke, alter or amend the provisions of this trust agreement relative to the person or persons who may be entitled from time to time to the ownership and enjoyment of said beneficiary's interest hereunder.

No assignment of any beneficial interest shall be binding on the Trustee until the original or executed duplicate of the assignment is delivered to the Trustee and accepted by it in writing. Every assignment of any beneficial interest, the original or duplicate of which shall not have been so delivered to and accepted by the Trustee, shall be ineffective as to all subsequent assignees or purchasers without notice.

The beneficiaries by written instrument delivered to the Trustee may revoke the foregoing POWER OF DIRECTION and designate the person thereafter to exercise the power. Such instrument shall be signed by all the then beneficiaries. The Trustee shall not be required to inquire into the propriety of any direction.

The Trustee shall have no obligation to file any income, profit or other tax reports or returns or pay such or any other taxes. The beneficiaries will make all such returns and reports, and pay general real estate and all other taxes or charges payable with respect to the property and to the earnings, avails and proceeds of the property or based on their interests under this agreement.

If the Trustee shall make any advances or incur any expenses on account of this trust or the property, or shall incur any expenses by reason of being made a party to any litigation in connection with this trust or the property, or if the Trustee shall be compelled to pay money on account of this trust or the property, whether for breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries jointly and severally on demand shall pay to the Trustee, with interest at the highest rate per annum permitted by law, the amount of all such expenses, advances or payments made by the Trustee, plus all its expenses, including attorneys' fees. The Trustee shall not be obliged to convey, transfer or otherwise deal with the property or any part of it until all of the payments, advances and expenses made or incurred by it shall have been paid, with interest.

The Trustee shall not be required to assume any personal obligation or liability in dealing with the property or to make itself liable for any damages, costs, expenses, fines or penalties or to deal with title to the property so long as any money is due to it hereunder.

The Trustee shall not be obligated to pay any money for this trust or the property or to prosecute or defend any legal proceeding involving this trust or the property unless it shall elect to do so and be furnished with sufficient funds or be indemnified to its satisfaction. If the Trustee is served with process or notice of legal proceedings on any other matter concerning the trust or the property, the sole duty of the Trustee shall be to forward the process or notice to the person named herein as the person to whom inquiries or notices shall be sent, or, in the absence of such designation, to the beneficiaries. The latest address appearing in the records of the Trustee shall be used for all mailings.

It shall not be the duty of the purchaser of the property, or of any part of it, to see to the application of the purchase money; nor shall anyone who may deal with the Trustee be required or privileged to inquire into the necessity or expediency of any act of the Trustee, or into the provisions of this agreement.

This agreement shall not be recorded in the county in which the property is situated, or elsewhere, but any recording shall not be notice of the rights of any person derogatory to the title or powers of the Trustee. In this agreement, the plural includes the singular and vice versa, and the masculine gender includes the feminine.

The Trustee may at any time resign by sending by registered or certified mail a notice of such intention to each of the then beneficiaries at his latest address appearing in the records of the Trustee. Such resignation shall become effective twenty days after its mailing. On such resignation a successor may be appointed in writing by the persons then entitled to direct the Trustee in the disposition of the property, and the Trustee shall thereupon convey or transfer the property to successor. If no successor is named as above provided within twenty days after the mailing of said notices by the Trustee, the Trustee may convey or transfer the trust property to the beneficiaries in accordance with their interests hereunder, and the conveyance may be recorded or registered, as the case may be, by the Trustee. The recording or registration shall constitute delivery of the conveyance or transfer to the beneficiaries. The Trustee, at its option, may file a complaint for appropriate relief in any court of competent jurisdiction.

Every successor Trustee shall become fully vested with all the title, estate, rights, powers, trusts, and shall be subject to the duties and obligations of its predecessor. It is agreed by the parties, and by any person who may hereafter acquire any interest in this trust, that the Trustee will deal with the trust property, including cash or other assets of any kind which may have become subject to the trust, only when authorized to do so in writing. On the written direction of the party or parties designated on the reverse side hereof as having the power of direction the Trustee will make deeds for, or deeds conveying directly to a trust, trust agreement, mortgage or trust deed, which may include a waiver of the right of redemption from sale under an order or decree of foreclosure) or execute leases or otherwise deal with the title to the trust property including cash or other assets subject to the trust. The Trustee shall not be required to execute any instrument containing covenants of warranty.

The beneficiaries shall have the sole possession, management and control of the selling, renting, repairing, maintaining and handling of the property and the Trustee shall have no right or duty in respect to any such matters. The beneficiaries shall have the right to execute leases and collect rents in their own name or through their agents. The Trustee shall have no right or duty in respect to the payment of taxes or assessments or insurance, litigation or other matters relating to the property, except on written direction accepted by it as above provided and after the payment to it of all money necessary in its opinion to carry out the directions without liability to it. The beneficiaries are not the agents of the Trustee for any purpose and do not have any authority to contract or to execute leases or do any other act for or in the name of the Trustee or to obligate the Trustee personally or as Trustee.

Unless renewed and executed by all parties of interest, if any property remains in this trust twenty years from the date of this agreement or any extension thereof, it shall be sold at public sale by the Trustee on reasonable notice as determined by it, and the net proceeds of the sale shall be divided among those who are then entitled thereto under this agreement in the proportions in which they are then entitled.

0010149032

TRUST # _____

Trust Agreement

AND
DECLARATION OF TRUST

DATED _____



BANK of LYONS

TRUSTEE

8601 West Ogdan Avenue
Lyons, IL 60534-0063

708/447-5600
312/242-1715