

LAND TRUST AGREEMENT UNOFFICIAL COPY

TRUST AGREEMENT, DATED April 5, 2000
AND KNOWN AS TRUST NUMBER L00122

IT IS AGREED:

CITIZENS BANK-ILLINOIS N.A.

~~CITIZENS BANK-ILLINOIS N.A.~~ Berwyn, Illinois, a national banking association, as trustee hereunder, is about to take legal and equitable title to the following described property in Cook County, Illinois:

Lots 20, 21, 22 and 23 in Block 13 in West Grossdale, a subdivision in the West half of the West half of Section 3, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

00257430

2646/0173 03 001 Page 1 of 6
2000-04-12 14:40:58
Cook County Recorder 59.50



Permanent Real Estate Index No. 18-03-301-037, 18-03-301-038 and 18-03-301-039
improvements single family residence
otherwise known as No. 9500 Congress Park Avenue Street, Brookfield, Illinois, 60513

When the trustee has taken title to the property or title to any other property conveyed to it as trustee hereunder, the trustee will hold it ("the property") for the uses and purposes and on the trusts herein stated. Any other real or personal property conveyed to the trustee without written acceptance by the trustee shall not be subject to this agreement.

The following persons and their successors in interest ("beneficiaries"), shall be entitled to the earnings, avails and proceeds of the property according to their respective interests as herein set forth, to wit:

MICHAEL J. VITALE and SUSAN VITALE, husband and wife, not as joint tenants or tenants in common, but as tenants by the entire. In the event of the death of the survivor of them, his or her interest, not having been assigned or in any manner divested or the Trust Agreement amended, shall pass to their children, JENNIFER VITALE, MICHAEL A. VITALE, and JESSICA M. VITALE, in equal shares or the whole to the survivors or survivor of them.

The interest of every beneficiary and of any person who may become entitled to any interest under this trust shall consist only of the power to direct the trustee to deal with title to the property; the power to manage, possess, use and control the property; and 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 deemed to be personal property and may be assigned and transferred as such. On the death of any beneficiary his interest herein including the power of direction, 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.

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 of 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 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 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 current Prime Rate plus 2% 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 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 proceeding or of any other matter concerning the trust or the property, the sole duty of the trustee shall be to forward the process or notice by first class mail 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. If the process or notice relates to the interest of a specific beneficiary, the trustee shall forward such process or notice by such mail to that beneficiary. 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.

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 ten days after such 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 such successor. If no successor is named as above provided within ten days after the mailing of such 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 and such 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 property and with any cash or other personal property which may have become subject to the trust only when authorized to do so in writing and that (notwithstanding any change in the beneficiary or beneficiaries hereunder) it will be on the written direction of the following or on the written direction of such person or persons as may be beneficiary or beneficiaries at the time, being currently:

MICHAEL J. VITALE and SUSAN VITALE, his wife, or the survivor of them. In the event of the death of the survivor of them, then upon the written direction of the then beneficiaries.

The trustee will make deeds for, or deeds conveying directly to a trust grantee or mortgages or trust deeds (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 property or cash or other personal property subject to the trust. 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 or by such of them as shall have theretofore been agreed on in writing. Where the power of direction is held by a person who is not a beneficiary, or by less than all the beneficiaries, such person shall act as a fiduciary unless the beneficiaries shall have otherwise agreed in writing. The trustee shall not be required to inquire into the propriety of any direction.

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 beneficiaries shall have the sole possession, management and control of the selling, renting, repairing, maintaining and holding 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 filing any returns or 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 a sum of 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.

No instrument of conveyance or transfer executed by the trustee shall contain any covenants of warranty.

If any property remains in this trust twenty years from this date 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.

The trustee shall receive for its services in accepting this trust and taking title hereunder the sum of \$ 100.00 ; and in addition the sum of \$ 75.00 per year subject to adjustment in accordance with its schedule of fees from time to time in effect, in advance for holding title after one year from the date hereof; and also its regular scheduled fees for executing deeds, mortgages or other instruments. It shall receive reasonable compensation for any special services which may be rendered by it and for taking and holding any other property which may hereafter be conveyed to it hereunder, which fees, charges and other compensation the beneficiaries jointly and severally agree to pay. If the value of the property is increased for any reason after the trustee has accepted title thereto, the trustee shall be entitled to a reasonable additional annual fee, in accordance with its scheduled fees for holding title to the property.

In this agreement the plural includes the singular, and vice versa, and the masculine gender includes the feminine.

May the name of any beneficiary be disclosed to the public? NO.

Forward written inquiries and legal notice to Mr. and Mrs. Michael J. Vitale 9500 Congress Park Avenue, Brookfield, IL 60513

Whose name, if any, should be furnished to a person making an oral inquiry? NONE

To whom shall bills be mailed? same as above

Signature and address of the person having the right of direction if other than the beneficiary:

of Address Michael J. Vitale, 6332 West 26th Street, Berwyn, IL 60402

ATTEST: CITIZENS BANK-ILLINOIS N.A. (708) 795-0055 IN TESTIMONY WHEREOF said COMMERCIAL NATIONAL BANK OF BERWYN has caused these presents to be signed by its Vice President, attested by its Trust Officer, and has caused its corporate seal to be hereto affixed as and for the act and deed of said Association, the day and year first above written.

ATTEST: [Signature] Secretary By [Signature] Trust Officer/Vice President

And on said day the said beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms hereof.

(SEAL) Michael J. Vitale (SEAL) Susan Vitale (SEAL) (SEAL) (SEAL) (SEAL) (SEAL)

Address Social Sec. No. Address Social Sec. No. 337-42-9237 9500 Congress Park Ave Brookfield Ill 60513 331-56-4200

Subscribed and sworn to before me this 5th day of April 19 2000

[Signature] Notary Public



TRUST AGREEMENT

AND DECLARATION OF TRUST

CITIZENS BANK-ILLINOIS N.A. COMMERCIAL NATIONAL BANK OF BERWYN

3322 S. Oak Park Ave. Berwyn, Illinois

Trustee

LAND TRUST AGREEMENT UNOFFICIAL COPY

00257430

TRUST AGREEMENT, DATED April 5, 2000
AND KNOWN AS TRUST NUMBER L00122

IT IS AGREED:

CITIZENS BANK-ILLINOIS N.A.

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Permanent Real Estate Index No. 18-03-301-037, 18-03-301-038 and 18-03-301-039
improvements single family residence
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MICHAEL J. VITALE and SUSAN VITALE, husband and wife, not as joint tenants or tenants in common, but as tenants by the entirety. In the event of the death of the survivor of them, his or her interest, not having been assigned or in any manner divested or the Trust Agreement amended, shall pass to their children, JENNIFER VITALE, MICHAEL A. VITALE, and JESSICA M. VITALE, in equal shares or the whole to the survivors or survivor of them.

The interest of every beneficiary and of any person who may become entitled to any interest under this trust shall consist only of the power to direct the trustee to deal with title to the property; the power to manage, possess, use and control the property; and 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 deemed to be personal property and may be assigned and transferred as such. On the death of any beneficiary his interest herein including the power of direction, 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.

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If the trustee shall make any advances 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 current Prime Rate plus 2% 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 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 or of any other matter concerning the trust or the property, the sole duty of the trustee shall be to forward the process or notice by first class mail 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. If the process or notice relates to the interest of a specific beneficiary, the trustee shall forward such process or notice by such mail to that beneficiary. 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.

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 ten days after such 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 such successor. If no successor is named as above provided within ten days after the mailing of such 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 and such 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 property and with any cash or other personal property which may have become subject to the trust only when authorized to do so in writing and that (notwithstanding any change in the beneficiary or beneficiaries hereunder) it will be on the written direction of the following or on the written direction of such person or persons as may be beneficiary or beneficiaries at the time, being currently:

MICHAEL J. VITALE and SUSAN VITALE, his wife, or the survivor of them. In the event of the death of the survivor of them, then upon the written direction of the then beneficiaries.

The trustee will make deeds for, or deeds conveying directly to a trust grantee or mortgages or trust deeds (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 property or cash or other personal property subject to the trust. 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 or by such of them as shall have theretofore been agreed on in writing. Where the power of direction is held by a person who is not a beneficiary, or by less than all the beneficiaries, such person shall act as a fiduciary unless the beneficiaries shall have otherwise agreed in writing. The trustee shall not be required to inquire into the propriety of any direction.

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The trustee shall receive for its services in accepting this trust and taking title hereunder the sum of \$ 100.00 ; and in addition the sum of \$ 75.00 per year subject to adjustment in accordance with its schedule of fees from time to time in effect, in advance for holding title after one year from the date hereof; and also its regular scheduled fees for executing deeds, mortgages or other instruments. It shall receive reasonable compensation for any special services which may be rendered by it and for taking and holding any other property which may hereafter be conveyed to it hereunder, which fees, charges and other compensation the beneficiaries jointly and severally agree to pay. If the value of the property is increased for any reason after the trustee has accepted title thereto, the trustee shall be entitled to a reasonable additional annual fee, in accordance with its scheduled fees for holding title to the property.

In this agreement the plural includes the singular, and vice versa, and the masculine gender includes the feminine.

May the name of any beneficiary be disclosed to the public? NO.

Forward written inquiries and legal notice to Mr. and Mrs. Michael J. Vitale 9500 Congress Park Avenue, Brookfield, IL 60513

Whose name, if any, should be furnished to a person making an oral inquiry? NONE

To whom shall bills be mailed? same as above

Signature and address of the person having the right of direction if other than the beneficiary:

Signature _____ of _____ Address _____ Attorney for beneficiary (Name, address and phone) Michael J. Vitale, 6332 West 26th Street, Berwyn, IL 60402

CITIZENS BANK-ILLINOIS N.A. (708) 795-0055

IN TESTIMONY WHEREOF, said CITIZENS BANK-ILLINOIS N.A. has caused these presents to be signed by its Vice President, attested by its Trust Officer, and has caused its corporate seal to be hereto affixed as and for the act and deed of said Association, the day and year first above written.

ATTEST: _____ By Carol Ann Weber Trust Officer/Vice President

And on said day the said beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms hereof.

Michael J. Vitale (SEAL) Address 337-42-9237 Social Sec. No. 9500 Congress Park Ave Address Brookfield IL 60513 Social Sec. No. 331-56-4200 Address 9500 Congress Park Brookfield IL 60513 Susan Vitale (SEAL) Social Sec. No. Address Social Sec. No. Address Social Sec. No. Address Social Sec. No. Address Social Sec. No. Address Social Sec. No. Address Social Sec. No. Address Social Sec. No.

Subscribed and sworn to before me this 5th day of April 19 2000 Notary Public



TRUST AGREEMENT

AND DECLARATION OF TRUST

CITIZENS BANK-ILLINOIS N.A. COMMERCIAL NATIONAL BANK OF BERWYN 3322 S. Oak Park Ave. Berwyn, Illinois

Trustee

1. Please read and save your copy of the Trust Agreement. It is your underlying contract with the Trustee.
2. For your protection, all existing insurance policies should be endorsed to include the name of the Trustee, as follows:

Fire and extended coverage: CITIZENS BANK-ILLINOIS N.A., Trust No. L00122, as additional insured.

Public Liability and dramshop, if any: CITIZENS BANK-ILLINOIS N.A. individually and as Trustee under Trust No. L00122, all trust beneficiaries, and agents, if any.

Workmen's compensation, occupational disease insurance, etc., should not be written in name of the Trustee. No employees may be considered as employees or agents of the trustee.

Household goods and personal property generally should be insured in the names of individual owners. Please consult with your insurance agent.

3. The Trustee's duties are limited to holding and dealing with the title to the trust property. Whenever documents relating to title are required to be executed by the Trustee, a written direction must be furnished the Trustee, signed by the beneficiaries of the trust or the persons named in the agreement as having the power of direction, together with copies of the proposed documents for the Trustee's files. Upon written request the Trustee will also execute proofs of loss and endorse checks to the beneficiaries for insurance proceeds.
4. The Trustee assumes no duty as to management or operation of property held in trust. Management of the trust property is expressly vested in the beneficiaries, in their own right. This includes the maintenance of the property, the negotiation and making of leases, the collection of rents from tenants, the payment of taxes, the negotiation of sales, the purchasing of proper insurances, and all other matters incidental to operation.
5. In exercising management, the beneficiaries have no authority to use or sign the name of the Trustee. Routine leases, contracts, notices to or demands upon tenants, applications for licenses or permits, and similar papers, should be executed in the name of the beneficiaries or their agent and not in the name of the Trustee.
6. No beneficiary shall have any authority to use or sign the name of the Trustee to any income, social security, sales tax or other governmental returns or applications. As above state, the Trustee does not operate the trust property.
7. The Beneficial Interest in this trust may be assigned but no such Assignment will be recognized by or be binding upon the Trustee unless same is presented to the Trustee for counter signature and registration. Printed forms for such assignments are available upon request.
8. Unless sooner closed by direction of the beneficiaries, the trust expires twenty years from the date of the Trust Agreement.
9. Trustee's fees and charges are payable currently upon receipt of invoice, outstanding balances are subject to late charges. If not paid, the Trustee reserves the right to resign and re-convey the trust property, subject to said charges.
10. In consideration of the foregoing the undersigned beneficiaries state that they and each of them have read and understand these instructions and Indemnity and hereby agree to Indemnify CITIZENS BANK-ILLINOIS N.A. against any claims, losses, attorneys fees, liens, legal or equitable which may be asserted against CITIZENS BANK-ILLINOIS N.A.

ACCEPTED BY BENEFICIARIES:

Michael J. Vitale
Michael J. Vitale

DATE

Susan Vitale
Susan Vitale

DATE

TRUST DEPARTMENT

CITIZENS BANK-ILLINOIS N.A.
as trustee as aforesaid and
not individually.

By Carol A. Miller
Trust Officer

APR 15, 2000

APR 15, 2000

APR 7 - 2000 20

The undersigned certifies that this is a true and correct copy of the original document contained in our files.

PAGE One OF Two
CITIZENS BANK - ILLINOIS N.A.
By: Carol A. Miller
TRUST OFFICER

UNOFFICIAL COPY
INSTRUCTIONS AND INDEMNITY FOR TRUSTEE TO BENEFICIARIES

1. Please read and save your copy of the Trust Agreement. It is your underlying contract with the Trustee.
2. For your protection, all existing insurance policies should be endorsed to include the name of the Trustee, as follows:

Fire and extended coverage: CITIZENS BANK-ILLINOIS N.A., Trust No. L00122, as additional insured.

Public Liability and dramshop, if any: CITIZENS BANK-ILLINOIS N.A. individually and as Trustee under Trust No. L00122, all trust beneficiaries, and agents, if any.

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3. The Trustee's duties are limited to holding and dealing with the title to the trust property. Whenever documents relating to title are required to be executed by the Trustee, a written direction must be furnished the Trustee, signed by the beneficiaries of the trust or the persons named in the agreement as having the power of direction, together with copies of the proposed documents for the Trustee's files. Upon written request the Trustee will also execute proofs of loss and endorse checks to the beneficiaries for insurance proceeds.
4. The Trustee assumes no duty as to management or operation of property held in trust. Management of the trust property is expressly vested in the beneficiaries, in their own right. This includes the maintenance of the property, the negotiation and making of leases, the collection of rents from tenants, the payment of taxes, the negotiation of sales, the purchasing of proper insurances, and all other matters incidental to operation.
5. In exercising management, the beneficiaries have no authority to use or sign the name of the Trustee. Routine leases, contracts, notices to or demands upon tenants, applications for licenses or permits, and similar papers, should be executed in the name of the beneficiaries or their agent and not in the name of the Trustee.
6. No beneficiary shall have any authority to use or sign the name of the Trustee to any income, social security, sales tax or other governmental returns or applications. As above state, the Trustee does not operate the trust property.
7. The Beneficial Interest in this trust may be assigned but no such Assignment will be recognized by or be binding upon the Trustee unless same is presented to the Trustee for counter signature and registration. Printed forms for such assignments are available upon request.
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10. In consideration of the foregoing the undersigned beneficiaries state that they and each of them have read and understand these instructions and Indemnity and hereby agree to Indemnify CITIZENS BANK-ILLINOIS N.A. against any claims, losses, attorneys fees, liens, legal or equitable which may be asserted against CITIZENS BANK-ILLINOIS N.A.

APR 7 - 2000 20
The undersigned certifies that this is a true and correct copy of the original document contained in our files.

PAGE ONE OF ONE
CITIZENS BANK - ILLINOIS N.A.
By: Carol A. Mahan
TRUST OFFICER

TRUST DEPARTMENT

CITIZENS BANK-ILLINOIS N.A.
as trustee as aforesaid and not individually.

ACCEPTED BY BENEFICIARIES:

Michael J. Vitale DATE
Michael J. Vitale

Susan Vitale DATE
Susan Vitale

By: Carol A. Mahan
Trust Officer

APR 15, 2000

APR 15, 2000