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Caution: Consult lawyer before signing or acting under this form. All warranties, including merchantability and fitness, are excluded.

# TRUST AGREEMENT

AMENDED

THIS TRUST AGREEMENT, dated this 25 day of January  
~~xx~~ 2002\*, and known as Trust Number 1828, is to certify that Mary Walsh  
Trustee and Philip Klump as Successor

as trustee hereunder. (herein sometimes referred to as the trustee, regardless of the number of trustees,) is about to take title to the following described real estate in Cook County, Illinois, to-wit:

Lot 15 in Block 1 in Parkholme Subdivision of Block 14 in Grant Land Association Resubdivision of Section 21, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois Tax # 16-21-410-034

\*and AMENDED this 19th day of June, 2003

and that when the trustee has taken the title thereto, or to any other real estate deeded to the trustee hereunder, the trustee will hold it for the uses and purposes and upon the trusts herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to-wit:



SEE ATTACHED

Eugene "Gene" Moore Fee: \$50.50  
Cook County Recorder of Deeds  
Date: 06/24/2003 03:22 PM Pg: 1 of 3

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said premises, and that such right in the avails of said property shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have, any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the trustee hereunder. No assignment of an interest hereunder shall be binding on the trustee until the original or a duplicate of the assignment is lodged with the trustee.

In case the trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case the trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the trustee, with interest thereon at the rate of nine per cent (9%) per annum, all such disbursements or advances or payments made by the trustee, together with expenses, including reasonable attorney's fees of the trustee, and that the trustee shall not be called upon to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by the trustee shall have been fully paid, together with interest thereon as aforesaid. However, nothing herein contained shall be construed as requiring the trustee to advance or pay out any money on account of this trust, or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder, unless the trustee shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto.

The beneficiaries shall furnish, pay for and keep in force in the name and for the benefit of the trustee such insurance, (including, without limitation, workmen's compensation, public liability and dram shop liability insurance,) as the trustee may at any time or times request, in such companies, in such amounts and against such risks and perils as may be specified by the trustee, but if the beneficiaries shall fail, neglect or refuse to comply with any such request the trustee shall be relieved of all liability for such insurance, and the beneficiaries jointly and severally hereby agree to indemnify the trustee for such liability.

The beneficiaries, acting unanimously, may by written instrument delivered to the trustee amend or modify this trust agreement in any manner, but no such amendment or modification affecting or changing any duty, liability or responsibility of the trustee shall be effective unless accepted in writing by the trustee.

It shall not be the duty of the purchaser of said premises or of any part thereof to see to the application of the purchase money paid therefor; nor shall any one who may deal with the trustee be required or privileged to inquire into the necessity or expediency of any act of the trustee, or of any of the provisions of this instrument.

This trust agreement shall not be placed on record in the Recorder's Office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said trustee.

Any trustee may at any time resign by sending by registered mail a notice of such trustee's intention so to do to each of the then beneficiaries hereunder at his or her address last known to such trustee. Such resignation shall become effective ten days after the mailing of such notices by the trustee. In the event of such resignation, or in the event of the death, dissolution, incapacity or inability to act of any trustee, a successor or successors may be appointed by the person or persons then entitled to direct the trustee in the disposition of the trust property, and the trust property shall thereupon pass to and vest in such successor or successors in trust. In the event that no successor in trust is named as above provided within ten days after the mailing of such notices by the trustee, then the trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, or the trustee may, at the trustee's option, file a complaint for appropriate relief in any court of competent jurisdiction. The trustee, notwithstanding such resignation, shall continue to have a first lien on the trust property for the trustee's costs, expenses, and attorneys' fees and for the reasonable compensation of the trustee.

Every successor trustee or trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

Handwritten mark resembling a stylized '2' or '3'.

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It is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto, that the trustee will deal with said real estate only when authorized to do so in writing and that the trustee will, (notwithstanding any change in the beneficiary or beneficiaries hereunder, unless otherwise directed in writing by the beneficiaries.) on the written direction of Joseph F. Klump,

or on the written direction of such person or persons as may be beneficiary or beneficiaries at the time, make deeds for, or otherwise deal with the title to said real estate; provided, however, that the trustee shall not be required to enter into any personal obligation or liability in dealing with said land or to make the trustee liable for any damages, costs, expenses, fines or penalties, or to deal with the title so long as any money is due to the trustee hereunder. Otherwise, the trustee shall not be required to inquire into the propriety of any such direction.

The beneficiary or beneficiaries hereunder shall in his, her or their own right have the management of said property and control of the selling, renting and handling thereof, and any beneficiary or his or her agent shall handle the rents thereof and the proceeds of any sales of said property, and the trustee shall not be called upon to do anything in the management or control of said property or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as hereinabove provided, and after the payment to the trustee of all money necessary to carry out said instructions. No beneficiary hereunder shall have any authority to contract for or in the name of the trustee or to bind the trustee personally. 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, and the proceeds of the sale shall be divided among those who are entitled thereto under this trust agreement.

Said \_\_\_\_\_ shall receive for the services of the trustee in accepting this trust and in taking title hereunder the sum of \$ \_\_\_\_\_; also the sum of \$ \_\_\_\_\_ per year for holding title after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, so long as any property remains in this trust; also the regular and customary fees for making deeds;

and the trustee shall receive reasonable compensation for any special services which may be rendered by the trustee hereunder, or for taking and holding any other property which may hereafter be deeded to the trustee hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay.

IN TESTIMONY WHEREOF, said \_\_\_\_\_

have hereunder affixed their signatures and seals the day and date first above written.

*Joseph F. Klump*  
Joseph F. Klump 6/19/03

*Mary Walsh*  
Mary Walsh 6/19/2003 (SEAL)

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.

*Joseph F. Klump* (SEAL)  
Joseph F. Klump (SEAL)

Address 1825 S. 50th Court, Cicero, IL. 60804

\_\_\_\_ (SEAL)

Address \_\_\_\_\_

TRUST AGREEMENT  
AND

DECLARATION OF TRUST

(INDIVIDUAL)

Dated the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ 19\_\_\_\_ and known as \_\_\_\_\_

Trust No. \_\_\_\_\_

TRUSTEE

GEORGE E. COLE®  
LEGAL FORMS

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Entire Interest in JOSEPH F. KLUMP. Upon the death of JOSEPH F. KLUMP and if the beneficial interest in this trust has not theretofore been assigned, or trust amended, or the property contained herein has not been deeded out of trust, then the entire beneficial interest in this trust shall pass to and be vested in his children, namely, PHILIP KLUMP, MARY WALSH and PAUL KLUMP, per stirpes.

Prepared By  
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