



Doc#: 1332548061 Fee: \$72.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/21/2013 02:39 PM Pg: 1 of 5

TRUST AGREEMENT

THIS TRUST AGREEMENT, dated the 18th day of November, 2013, and known as Trust Number 8134, is to certify that Karon Y. Nettles, as Trustee hereunder, (herein referred to as the Trustee, regardless of the number of trustees) is about to take title to the following described real estate in the County of Cook, Illinois:

Lot 10 in Drake's Addition to North Riverside, Being a subdivision of the South 180 Feet of that part lying East of the DesPlaines River (except the East 833 Feet thereof) of the Northeast 1/4 of Section 26, Township 39 North, Range 12, East of the Third Principal Meridian, In Cook County, Illinois.

Permanent Real Estate Tax# 15-26-205-014-0000
Commonly known as 8134 26th Street, North Riverside, IL 60546

and 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 trust 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:

KARON Y. NETTLES AND UPON HER DEATH HER INTEREST NOT HAVING BEEN ASSIGNED OR DIVESTED THEN THE SUM OF \$30,000.00 SHALL BE PAID TO BRAXTON J. NETTLES UPON THE SALE OF THE HOUSE AND THE BALANCE SHALL BE OWNED 50% TO BRAXTON J. NETTLES AND 50% TO JESSICA L. GARZA. IN THE EVENT EITHER BRAXTON J. NETTLES OR JESSICA L. GARZA PREDECEASE KARON Y. NETTLES THEN THE SURVIVOR SHALL BE THE SOLE BENEFICIARY.

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 herein 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 avail 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 or 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 assignment is lodged with the Trustee. Every assignment of any beneficial

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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.

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.

In case the Trustee shall make any advances of money, or incur any expenses on account of this Trust or the property herein or shall incur any expenses by reason of being 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, penalties under any law or otherwise, the beneficiaries hereunder hereby jointly and severally agree that they will, on demand, pay to the Trustee, with interest thereon at the highest rate permitted by law, all such disbursements or advances or payments made by the Trustee, together with expenses, including reasonable attorneys' 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 the 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 including this Trust or any property or interest thereunder, unless the Trustee shall be furnished with a written direction and the funds sufficient therefor or be satisfactorily indemnified in respect thereto. If served with process or notice 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 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 last address appearing in the records of the Trustee shall be used for all mailings.

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.

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 requests the Trustee may (but shall not be required to) obtain such insurance and the beneficiaries jointly and severally agree to reimburse the Trustee for the premiums for such insurance, together with interest thereon at the highest rate permitted by law.

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The beneficiaries acting unanimously, may be written instrument delivered to the Trustee amend or modify this Trust agreement in any manner, but no such amendments or modification affecting or changing any duty, liability or responsibility of the Trustee shall be effective unless accepted in writing by the Trustee. In this agreement the plural includes the singular, and vice versa, and the masculine gender includes the feminine and vice versa. The Trustee shall not be required to execute any instruments containing covenants of warranty.

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.

At any time the Trustee may resign by personally delivering or by sending certified mail, return receipt requested, a notice of such Trustee's intention to resign to each of the then beneficiaries hereunder at his or her address last known to such Trustee. Such resignation shall become effective twenty days after delivery or 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 the initial Trustee then Braxton J. Nettles shall act as Successor Trustee or if he or she is unwilling or unable to act then Jessica L. Nettles shall be Successor Trustee. In the event of the resignation, or in the event of the death, incapacity or inability to act of all named Successor Trustees, 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 no successor in trust is named as above provided within twenty days after the delivery or 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 opinion, file a complaint for appropriate relief in any court of competent jurisdiction. The Trust, notwithstanding such resignation, shall continue to have a first lien on the trust property for the Trustee's costs, expense, 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.

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:

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KARON Y. NETTLES, and upon her death her interest not having been assigned or divested then BRAXTON J. NETTLES and upon his death his interest not having been assigned or divested then JESSICA L. GARZA.

or on the written direction of such person or persons as may be beneficiary or beneficiaries at the time, 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 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 damage, costs, expense, 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 such direction.

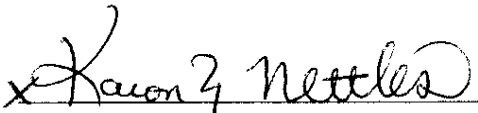
The names of any beneficiary will not be disclosed to the public, unless otherwise directed in writing.

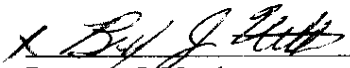
The beneficiary or beneficiaries hereunder shall in his, her or their own right have sole possession and the management of said property and control of the selling, renting, and handling thereof and any beneficiary or his or her agent shall handle the rents thereof and the proceeds of any sales of said 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 the written direction as hereinabove provided, and after 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 or any extension thereof, 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 hereto under this trust agreement.

The Trustee shall be entitled to receive reasonable compensation for accepting this trust and for a holding fee for each year the property remains in this trust, and for the making of deeds and other documents as directed from time to time. 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 deed to the Trustee hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay.

Invoices, written inquiries, legal notices and other similar matters should be sent to: Karon Y. Nettles, 8134 26th Street, North Riverside, IL 60546.

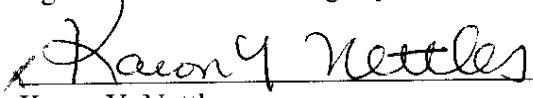
IN TESTIMONY WHEREOF, Said Karon Y. Nettles and Braxton J. Nettles has affixed their signature and seal the day and date first written above.


Karon Y. Nettles


Braxton J. Nettles

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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.



Karon Y. Nettles

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