

This Trust Agreement, dated this 10th day of July

19...85, and known as Trust Number...64903... is to certify that AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee hereunder, is about to take title to the following described real estate in Cook County, Illinois, to-wit:

Parcel 1: LOT SEVEN (7), LOT EIGHT (8) In Block One (1), in Southlawn Highlands, being M. C. Meyers Subdivision of the Northwest Quarter (1/4) of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian (except part taken for Stony Island Avenue, in Cook County, Illinois).

20-36-300-017 ACC RA

PARCEL 2: Lot 7 in Stebbing's Subdivision of Lots 1, 2, 3, 5, 6, 19, 20, 21, 23 and 24 in the Subdivision of Block 27 in the Subdivision by Frederick M. Jones and others of the West 1/2 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

20-29-315-027-0000 RA

Parcel 1: 1637 E. 83rd Street, Chicago, IL
Parcel 2: 7724 S. Throop, Chicago, IL

otherwise known as No.

both parcels single family residences

Improvements: and that when it has taken title thereto, or to any other real estate devised to it as Trustee hereunder, it 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:

Mattie Jackson solely during her lifetime and upon her death, all rights, title and interest in and under this agreement, including any and all powers invested in her during her lifetime, shall pass to her children, Claudia M. Jackson, Gregory K. Jackson, Bobby D. Jackson and Veda H. Jackson, as joint tenants, or in the event of the death of all the joint tenants prior to the death of said Mattie Jackson, to the estate of Mattie Jackson; provided, however, that Mattie Jackson, during her lifetime, shall have the unqualified right to revoke or terminate this trust agreement and to assign or change the beneficial interest hereof in any manner whatsoever, including the right to cause the trust property to be conveyed to others, by means of sale, mortgage, lease or other disposition, and receive the proceeds therefrom.

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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 be a power or direction to deal with the title to said real estate and to manage and control said real estate as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said real estate and that such right in the avails of said real estate 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, as law, 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. Nothing herein contained shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax returns or schedules, it being expressly understood that the beneficiaries hereunder from time to time will individually make all such reports and pay any and all taxes growing out of their interest under this Trust Agreement. 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, and its acceptance indicated thereon.

In case said 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 said 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, judgments or decrees, or otherwise, the beneficiaries hereunder do hereby jointly and severally agree as follows: (1) that they will on demand pay to the said Trustee, with interest thereon at the rate of 7% per annum, all such disbursements or advances or payments made by said Trustee, together with its expenses, including reasonable attorneys' fees, (2) that the said Trustee shall not be required 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 said Trustee shall have been fully paid, together with interest as aforesaid, and (3) that in case of non-payment within ten (10) days after demand said Trustee may sell all or any part of said real estate at public or private sale on such terms as it may see fit, and retain from the proceeds of said sale a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorneys' fees, rendering the surplus, if any, to the then beneficiaries. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay 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 it shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto. In the event the Trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or the trust property, the sole duty of the Trustee in connection therewith shall be to forward the process or notice by first class mail to the person designated as the person to whom inquiries or notices shall be sent or, in the absence of such designation, to any person having a beneficial interest herein. The last address appearing in the records of the Trustee shall be used for such mailing.

It is further understood and agreed that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust, shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their executors or administrators may do or omit to do in or about the said real estate or under the provisions of said deed or deeds in trust or this Trust Agreement, or any amendment thereof, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries hereunder, as their attorney-in-fact hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof).

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or successor in trust, or be obliged or privileged to inquire into any of the terms of this Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said County) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof, the trust created by this Trust Agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Trust Agreement and all amendments hereof, and is binding upon all beneficiaries under this Trust Agreement; (c) that said Trustee, or successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of it, his or their predecessor in trust.

This Trust Agreement shall not be placed on record in the Recorder's office of the county in which the real estate 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.

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UNOFFICIAL COPY

The Trustee may at any time resign his office of Trustee by registered or certified mail to each of the then beneficiaries hereunder a copy of his resignation to the Trustee. Such resignation shall become effective ten days after the mailing of such notice to the Trustee. In the event of such resignation a successor or successors may be appointed by the person or persons then entitled hereunder to discharge the Trustee in the disposition of the Trust property, and the Trustee shall thereupon convey the trust property to 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 notice 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 its option, file a bill for appropriate relief in any court of competent jurisdiction. The Trustee may, at its option, cause any such Deed of conveyance to be recorded or registered. The Trustee, notwithstanding such resignation shall continue to have a first lien on the trust property for its costs, expenses and attorney's fees and for its reasonable compensation.

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.

While American National Bank and Trust Company of Chicago is the sole owner of record of the real estate referred to herein, and, so far as the public is concerned, has full power to deal therewith, it is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto or a beneficiary hereunder, that said American National Bank and Trust Company of Chicago will (subject to its rights as Trustee as aforesaid) convey title to said real estate, execute and deliver deeds for or otherwise deal with said trust estate only when authorized to do so in writing and that, (notwithstanding any change in the beneficiary or beneficiaries hereunder), it will, on the written direction of

Mattie Jackson

or will, on the written direction of such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries, or on the written direction of such person or persons as may be beneficiary or beneficiaries at the time, make deeds for, pay the proceeds of any mortgage, sale or conveyance of, or otherwise deal with said trust estate, or proceeds thereof, in the manner so directed provided, however, that the Trustee shall not be required to enter into any personal obligation or liability in dealing with said real estate or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with the title so long as any money is due to it hereunder. Otherwise, the Trustee shall not be required to inquire into the propriety of any such direction. Mortgages or Trust Deeds made and executed by the Trustee may include waiver of any and all rights of redemption from sale under any order or decree of foreclosure of such Mortgage or Trust Deed.

The beneficiary or beneficiaries hereunder shall in his, her or their own right have the full management of said real estate and control of the selling, leasing 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 said Trustee shall not be required to do anything in the management or control of said real estate 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 it or all moneys necessary to carry out said instructions. The beneficiaries hereunder agree to operate and maintain said real estate in accordance with all laws, codes, regulations and ordinances respecting the use, occupancy, maintenance or control thereof. 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 sales shall be divided among those who are entitled thereto.

American National Bank and Trust Company of Chicago shall receive for its services in accepting this trust and in taking title hereunder the sum of \$ 120.00 also the sum of \$ 80.00 per year for holding title after the 10th day of July 1986, subject to adjustment in accordance with its schedule of fees from time to time in effect, so long as any property remains in this trust; also its regular schedule of fees for making deeds, mortgages, leases and/or other instruments as may be required hereunder from time to time, and it shall receive reasonable compensation for any special services which may be rendered by it hereunder, and for taking and holding any other property or improvement which may hereafter be decided to or acquired by it hereunder, and in the event the value of the property held hereunder is increased by reason of improvements made thereon after the Trustee has accepted title thereto the Trustee shall be entitled to reasonable additional fees for holding title thereto for each year after the year in which such improvement is made, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay, and it is hereby understood and agreed that all such fees and compensations shall constitute a first lien on the real estate and property held hereunder.

IN TESTIMONY WHEREOF, said American National Bank and Trust Company of Chicago has caused these presents to be signed by its Vice President or Assistant Vice President, attested by its Assistant Secretary, 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.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, By William L. Thomas Vice President. ATTEST: Assistant Secretary.

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.

Mattie Jackson [SEAL] Address: 1637 W. 83rd St., Chicago, IL [SEAL] Address: [SEAL] Address: DEPT. 01 RECORDING \$12.25 [SEAL] Address: 7-1111 TRAN 2858 01/14/86 10:12:00 [SEAL] Address: 7792 #A *86-017591 [SEAL] Address:

May the name of any beneficiary be disclosed to the public? No To whom shall inquiries, notices and other matters be referred? Mattie Jackson Address: 1637 W. 83rd St., Chicago, IL Phone: 374-1165 May oral inquiries be referred directly? No To whom? N/A To whom shall bills be mailed? Mattie Jackson

Trust Agreement AND DECLARATION OF TRUST American National Bank and Trust Company of Chicago TRUSTEE

Return To Rorschfeld, Rotenberg, et al 221 N. LaSalle, Ste 1763 Chicago, IL 60601

12 FEB 1986

Dated Trust Number 86017591