

Return to:
CHICAGO TITLE INSURANCE CO.
P. O. Box 827
Washington, Ill. 60613-0827
Escrow No. 22806

UNOFFICIAL COPY
Security Assignment

This is to certify that the foregoing is a true and correct copy of the original document in accordance with Trust No. 9027 dated at Chicago, Illinois, this 28th day of January, A.D. 1986
THE COSMOPOLITAN NATIONAL BANK OF CHICAGO,
As Trustee under Trust No. 9027

3 All
JH Z

1. FOR VALUE RECEIVED, the undersigned (hereinafter called "Debtor") hereby assigns, sells, transfers and sets over unto

Uptown Federal Savings and Loan Association of Chicago

(hereinafter called "Creditor") a security interest in all my/our rights, titles, powers, privileges and beneficial interest (hereinafter collectively referred to as the "Beneficial Interest") in and to ALL

100% (100) of the all, one-half, etc. (100, 50, etc.) of the entire beneficial interest in, to and under that certain trust agreement dated the 15th day of July, 1959 and known as Trust Number 9027 at the

COSMOPOLITAN NATIONAL BANK OF CHICAGO

Bank, Trust Company

This assignment is given in order to secure payment of promissory note executed by the undersigned the 13th day of June, 1985 whereby I/we promise to pay to **UPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO** the principal sum of TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100

(\$ 225,000.00) Dollars, together with interest thereon at the rate of Eleven and three quarters (11.75) per cent per annum ~~until the note is fully paid and satisfied. Said note further provides that said principal and interest shall be paid in monthly installments of~~

~~(\$) Dollars beginning on the day of , 19 until the note is fully paid.~~

2. Notwithstanding the foregoing, I/we reserve that right and power to direct the Trustee of said Trust which is vested in me/us by said trust agreement,

PROVIDED, that I/we will not, without the prior written consent of Creditor filed with the Trustee, do any of the following:

- a. Sell, transfer or encumber said beneficial interest,
- b. Direct the Trustee to lease, sell, transfer or encumber any of the property in said trust (or suffer any one else to do so),
- c. Direct the Trustee, in connection with claims under insurance policies on the property in said trust, to execute proofs of loss which exceed Five Hundred (\$500.00) Dollars in the aggregate in any one instance,
- d. Direct the Trustee with respect to distribution of funds received by or payable to the Trustee which exceed the sum of Five Hundred (\$500.00) Dollars in the case of any such distribution; and

PROVIDED FURTHER, that whenever at any time hereafter the Creditor shall notify the Trustee in writing of default by me/us in the payment of the above described Note, the Creditor shall immediately, without notice to or further act of the undersigned, become vested with and I/we do hereby grant to and confer upon it, without reservation or limitation, all my/our right and power to direct the Trustee to deal with and sell the property held subject to said trust agreement and to deal with and dispose of any and all funds or proceeds received from any source by said Trustee, including the proceeds of sale of such property. If, having given such notice in writing, the Creditor thereafter notifies the Trustee in writing that the default referred to in the prior notice has been cured, the powers of direction above granted to the Creditor shall immediately be revested in me/us and retained by me/us until and unless a further written notice of a further default shall be given by the Creditor.

The Trustee shall have the right to rely fully upon all notices given to it as above provided without any duty of inquiring whether the default or curing of default described therein has in fact occurred and may continue to act on the basis of the last notice given to it without inquiring whether since such notice any other default or curing of default had in fact occurred.

3. In the event Debtor shall default in payment of said Note secured hereby, or any installment thereof, at the stated or accelerated maturity thereof, then, and in any such event, Creditor shall have all of the rights, options and remedies respecting the sale or other disposition of said beneficial interest and the collection of any deficiency as are provided in the Uniform Commercial Code of Illinois as well as those provided in said Note, together with the right to recover (from Debtor or out of the proceeds of said beneficial interest) reasonable attorneys' fees and legal expenses incurred by Creditor in the exercise of such rights, options and remedies; and Debtor shall have all rights of redemption and other rights to which Debtor is entitled under said Code, it being understood, however, that Debtor hereby waives all rights under said Code that may be legally waived, and that ten (10) days notice by Creditor to Debtor, exclusive of Saturdays, Sundays and legal holidays, of any public sale or of the time after which any private sale or other intended disposition of said beneficial interest is to be made, is reasonable notification thereof under said Code.

Creditor shall have the unqualified right in connection with any such sale of said beneficial interest to execute and deliver an assignment of said beneficial interest to the purchaser at any such sale free of any right of redemption by Debtor, and upon the filing thereof with the Trustee of said Trust, said Trustee may recognize said assignee as the absolute owner of said beneficial interest for any and all purposes whatsoever and may act on directions of such assignee without any liability or obligation to Debtor whatsoever, irrespective of whether such sale is in fact valid or proper and without inquiry into the validity or propriety of such assignment, and irrespective of any notice whatsoever from Creditor or any other person, unless and until said Trustee is served with an order of court prohibiting further action by the Trustee upon the direction of such assignee.

4. Debtor agrees to join with Creditor in executing such financing statements under said Code and any written directions to the Trustee with respect to this security assignment as Creditor may from time to time reasonably require, and Debtor will pay, or reimburse Creditor for all costs of filing any financing, continuation or termination statements under said Code. Debtor further agrees that the Trustee of said Trust shall continue to recognize this assignment of Debtor's said beneficial interest, and that no further or later assignment of the same beneficial interest will be accepted or recognized by the Trustee until such time as a written release of this assignment or a consent to such further or later assignment signed by Creditor is filed with said Trustee.

to 22806 package
70-28-199 Z

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UNOFFICIAL COPY

5. This agreement shall be binding upon and inure to the benefit of Debtor and Creditor and their respective heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Trustee of said Trust and its successors. Debtor agrees that any notices by Creditor to Debtor hereunder shall be sufficiently delivered when deposited in the mail in a wrapper addressed to Debtor at the address of the first Debtor to sign this agreement, with first class postage prepaid. If more than one person signs this agreement as "Debtor," the word "Debtor," as used herein, shall mean "all of the Debtors, and each or any of them," and in such case they are all jointly and severally bound hereby. Creditor is hereby authorized to complete any blank spaces in this agreement.

Executed, in duplicate, this 13th day of June, 1985

Charles G. Matthias
Beneficiary-Debtor

130 North Dee Road, Park Ridge, Ill. 60068
Address

Dolores E. Matthias
Beneficiary-Debtor

Address

ACCEPTANCE

We accept the foregoing security assignment upon and subject to all of the provisions of said trust agreement.

Address: 281 Lawrencewood
Niles, Illinois 60648

UPTOWN FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CHICAGO

By Evelyn Snyder
Evelyn Snyder, Vice President

ACCEPTANCE AND RECEIPT OF TRUSTEE

Received a duplicate of the foregoing security assignment and acceptance at Chicago

Illinois, this 10th day of July, 1985.

It is understood that no further or later assignment of the same beneficial interest will be accepted or recognized by the undersigned without the prior written consent of UPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

As to the validity of the assignment and acceptance the trustee assumes no responsibility, nor for the percentage of interest, authenticity of signatures or sufficiency thereof.

The Cosmopolitan National Bank of Chicago

Trustee as Aforesaid

By Row M. Trubel
Assistant Vice President
Assistant Trust Officer

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 JAN 31 PM 2:41

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

ASSIGNMENT

Chicago, Illinois

Dated: January 26, 1970

FOR VALUE RECEIVED ^I We hereby sell, assign, transfer and set over unto _____

BANK OF LINCOLNWOOD

all ^{my} our rights, powers, privileges and beneficial interest in and under that certain trust agreement dated the 15th day of July, A.D., 1959, and known as The Cosmopolitan National Bank of Chicago Trust Number 9027, including all interest of the undersigned in the property held subject to said trust agreement.

The power of direction under this trust hereafter shall be exercised by Bank of Lincolnwood for collateral purposes only.

This is to certify that the foregoing is a true and correct copy of the original document in connection with Trust No. 9027

Dated at Chicago, Illinois, this 27th day of June A.D. 1979

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, As Trustee under Trust No. 9027

By Kene M. Tule Assistant Trust Officer

Witnesses:

W. M. McManemon

Charles G. Matthies

Charles G. Matthies

Dolores E. Matthies

Dolores E. Matthies

ACCEPTANCE

I We accept the foregoing assignment subject to all provisions of said trust agreement, and subject to Power of Direction as stated above.

BANK OF LINCOLNWOOD

Address 4433 W. Touhy Avenue, Lincolnwood, Illinois

BY: Gerard R. Mohr Senior Vice President

Address _____

Address _____

Address _____

Address _____

TRUSTEE'S RECEIPT

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as Trustee under its Trust Number 9027, hereby acknowledges receipt of the foregoing assignment this 27th day of January A.D. 19 70

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as Trustee as aforesaid.

By: [Signature]
Asst. Vice President - Assistant Trust Officer

(Note: This assignment should be executed in duplicate by both assignor and assignee and one executed copy lodged with The Cosmopolitan National Bank of Chicago)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

PROPERTY

UNOFFICIAL COPY

ASSIGNMENT

Chicago, Illinois

Dated: January 26, 1970

FOR VALUE RECEIVED ¹ We hereby sell, assign, transfer and set over unto _____

BANK OF LINCOLNWOOD

all ~~my~~ ^{our} rights, powers, privileges and beneficial interest in and under that certain trust agreement dated the 15th day of July, A.D., 1959, and known as The Cosmopolitan National Bank of Chicago Trust Number 9027, including all interest of the undersigned in the property held subject to said trust agreement.

The power of direction under this trust hereafter shall be exercised by Bank of Lincolnwood for collateral purposes only.

Charles G. Matthies

Charles G. Matthies

Dolores E. Matthies

Dolores E. Matthies

Witnesses:

W. McManis

ACCEPTANCE

I ¹ We accept the foregoing assignment subject to all provisions of said trust agreement, and subject to Power of Direction as stated above.

BANK OF LINCOLNWOOD

Address 4433 W. Touhy Avenue, Lincolnwood, Illinois

BY: Gerard R. Mohr
Senior Vice President

Address _____

Address _____

Address _____

Address _____

TRUSTEE'S RECEIPT

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as Trustee under its Trust Number 9027, hereby acknowledges receipt of the foregoing assignment this 27th day of January A.D. 19 70

THE COSMOPOLITAN NATIONAL BANK
OF CHICAGO, as Trustee as aforesaid.

By: Charles G. Matthies
Asst. Vice President - Assistant Trust Officer

(Note: This assignment should be executed in duplicate by both assignor and assignee and one executed copy lodged with The Cosmopolitan National Bank of Chicago)

86044484

UNOFFICIAL COPY

Illinois, County of Cook

IN SENATE, January 11, 1900

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED

AT A REGULAR SESSION OF THE SENATE HELD AT SPRINGFIELD, ILLINOIS, ON JANUARY 11, 1900

AND IN ANSWER TO A RESOLUTION PASSED AT A REGULAR SESSION OF THE SENATE HELD AT SPRINGFIELD, ILLINOIS, ON JANUARY 11, 1900

RELATIVE TO THE LANDS BELONGING TO THE STATE OF ILLINOIS

AND TO THE PROCEEDINGS OF THE COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED AT A REGULAR SESSION OF THE SENATE HELD AT SPRINGFIELD, ILLINOIS, ON JANUARY 11, 1900

RELATIVE TO THE LANDS BELONGING TO THE STATE OF ILLINOIS

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

IN SENATE, January 11, 1900

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED AT A REGULAR SESSION OF THE SENATE HELD AT SPRINGFIELD, ILLINOIS, ON JANUARY 11, 1900

RELATIVE TO THE LANDS BELONGING TO THE STATE OF ILLINOIS

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RELATIVE TO THE LANDS BELONGING TO THE STATE OF ILLINOIS

PROPERTY OF COOK COUNTY CLERK'S OFFICE

IN SENATE, January 11, 1900

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED AT A REGULAR SESSION OF THE SENATE HELD AT SPRINGFIELD, ILLINOIS, ON JANUARY 11, 1900

RELATIVE TO THE LANDS BELONGING TO THE STATE OF ILLINOIS

AND TO THE PROCEEDINGS OF THE COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED AT A REGULAR SESSION OF THE SENATE HELD AT SPRINGFIELD, ILLINOIS, ON JANUARY 11, 1900

RELATIVE TO THE LANDS BELONGING TO THE STATE OF ILLINOIS

UNOFFICIAL COPY

ASSIGNMENT 141404

Chicago, Illinois

Dated: June 2, 1967

FOR VALUE RECEIVED ^I We hereby sell, assign, transfer and set over unto _____

Charles G. Matthies and Dolores E. Matthies, his wife,
not as tenants in common; but as joint tenants; with right of survivorship,

all ^{my} _{our} rights, powers, privileges and beneficial interest in and under that certain trust agreement dated the
15 day of July, A. D., 19 59, and known as The Cosmopolitan
National Bank of Chicago Trust Number 9027, including all interest of the undersigned
in the property held subject to said trust agreement.

The power of direction under this trust hereafter shall be exercised by Charles G. Matthies and Dolores E. Matthies

Bank of Lincolnwood

[Signature] - President

Witnesses:

[Signature]
Cashier

ACCEPTANCE

^I We accept the foregoing assignment subject to all provisions of said trust agreement, and subject to Power of Direction as stated above.

Charles G. Matthies Address 1723 Howard Street - Evanston, Illinois
Dolores E. Matthies Address Same

TRUSTEE'S RECEIPT

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as Trustee under its Trust Number 9027,
hereby acknowledges receipt of the foregoing assignment this 5th day of June A. D. 19 67

THE COSMOPOLITAN NATIONAL BANK
OF CHICAGO, as Trustee as aforesaid.

By: [Signature]
Asst- Vice President - Assistant Trust Officer

(Note: This assignment should be executed in duplicate by both assignor and assignee and one executed copy lodged with The Cosmopolitan National Bank of Chicago.)

86044484

UNOFFICIAL COPY

Chicago, Illinois

January 1, 1900

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

Property of Cook County Clerk's Office

8811188

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

This document is an unofficial copy of a document filed in the office of the Clerk of Cook County, Illinois. It is not intended to be used as evidence in any legal proceeding.

UNOFFICIAL COPY

ASSIGNMENT 4404

Chicago, Illinois

Dated: July 5, 1960

FOR VALUE RECEIVED ^{xx} We hereby sell, assign, transfer and set over unto Bank of Lincolnwood

all ^{my} our rights, powers, privileges and beneficial interest in and under that certain trust agreement dated the 15th day of July, A. D., 1959, and known as The Cosmopolitan National Bank of Chicago Trust Number 9027, including all interest of the undersigned in the property held subject to said trust agreement.

The power of direction under this trust hereafter shall be exercised by BANK OF LINCOLNWOOD

1 Charles A. Matthews
1 Robert E. Matthews

Witnesses:

ACCEPTANCE

^{xx} We accept the foregoing assignment subject to all provisions of said trust agreement, and subject to Power of Direction as stated above.

Bank of Lincolnwood Address 4656 W. Touhy Ave., Lincolnwood, Ill.
Ralph W. Bell Address
Vice-President Address
Address
Address

TRUSTEE'S ENDORSEMENT

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as Trustee under its Trust Number 9027, hereby acknowledges receipt of the foregoing assignment this 7th day of July, A. D. 1960

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as Trustee as aforesaid.

By: *[Signature]*
***** - Assistant Trust Officer

(Note: This assignment should be executed in duplicate by both assignor and assignee and one executed copy lodged with The Cosmopolitan National Bank of Chicago.)

86044484

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of the Court

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

This Trust Agreement, dated this 15th day of July

1959, and known as Trust Number 9027, is to certify that THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, 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 be named as a Grantee in a deed or conveyance to the following described real estate in Cook County, Illinois, to wit:

The West 140 feet of that part of Lot 4 in Ann Murphy Estate Division of land in Sections 27 and 28, Township 41 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the South East corner of said Lot 4 thence North along the East line of Lot 4, 247.32 feet to a point 725 feet South of the North East corner thereof, thence West parallel with the North line of Lot 4, 250.0 feet, thence South parallel with the East line of Lot 4, 47.32 feet to a point on said line parallel with the East line of Lot 4, 200.0 feet North of the South line of Lot 4, thence West parallel with the South line of Lot 4, 350.0 feet, thence South parallel with the East line of Lot 4, 200.0 feet to the South line of Lot 4, thence East along the South line of Lot 4, 600.0 feet to the place of beginning, in Cook County, Illinois.

130 N. Dee 09-27-306-062

otherwise known as No. 130 N. Dee and in Ann Murphy Estate Division, Murphy Lake, Park Ridge, Ill.

Improvements: Now vacant, residence to be constructed and that when it has taken the title thereto, or to any other real estate decided 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:

CHARLES G. MATTHIES and DOLORES E. MATTHIES, his wife, as joint tenants and not as tenants in common, with right of survivorship.

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 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 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. Nothing herein contained shall be construed as imposing any obligation on the Trustee, to file any income, profit or other tax reports 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 any beneficial interest hereunder shall be binding on the Trustee unless the original or a duplicate copy of the assignment, in such form as the Trustee may approve, is lodged with the Trustee and its acceptance indicated thereon, and the reasonable fees of the Trustee for the acceptance thereof paid; and every assignment of any beneficial interest hereunder, the original or duplicate of which shall not have been lodged with the trustee, shall be void as to all subsequent assignees or purchasers without notice.

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, or in case the Trustee shall deem it necessary on account of this trust, to consult or retain counsel and shall thereby incur attorneys' fees, or in the event the Trustee shall deem it necessary to place certain insurance for its protection hereunder, 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 thereon 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 overplus, if any, to the beneficiaries who are entitled thereto. 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. The sole duty of the Trustee with reference to any such legal proceeding shall be to give timely notice thereof to the beneficiaries hereunder after the Trustee is served with process therein and to permit such legal proceeding to be brought or defended in its name, provided that it shall be indemnified in respect thereto in a manner satisfactory to it.

Notwithstanding anything heretofore contained, the Trustee, at any time and without notice of any kind, may resign as to all or part of the trust property if the trust property or any part thereof is used, or the use thereof is authorized or contemplated, for any purpose (including, but not limited to, the sale at wholesale, retail or otherwise, giving away or other disposition of intoxicating liquors of any kind, or as a tavern, liquor store or other establishment for the sale of intoxicating liquors for use or consumption on the premises or otherwise, or for any purpose which may be within the scope of the Dram Shop Act of the State of Illinois or any similar law of any State in which the trust property or any part thereof may be located) which in the opinion of the Trustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability, hazard or litigation. Such resignation as to all or part of the trust property shall be fully effected by the conveyance of the Trust property, or the part thereof as to which the Trustee desires to resign the trust hereunder, by the Trustee to the beneficiaries in accordance with their respective interests hereunder. The Trustee notwithstanding any resignation hereunder, shall continue to have a first lien on the trust property, for its costs, expenses and attorneys' fees and for its reasonable compensation.

This Trust Agreement shall not be placed on record in the Recorder's Office or filed in the office of the Registrar of Titles 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.

86044484

UNOFFICIAL COPY

TRUST NO. 9027

Trust Agreement

AND DECLARATION OF TRUST

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO

TRUSTEE

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO

801 North Clark Street Chicago 10, Illinois

MO. 4-5200

TRUST NO. 9027

Liquor is not being sold in the trust premises.

Address: 5815 Lansing Avenue, Chicago, Illinois

To whom shall inquiries and bills be mailed: Charles G. Mathias

Phone: 5-1312

May the name of any beneficiary be disclosed to the public? No

Address: [] Phone: []

Address: [] Phone: []

Signatures of persons having Power of Direction only:

Address: [] Phone: []

Address: [] Phone: []

Address: [] Phone: []

Address: [] Phone: []

Address: [] Phone: []

Address: [] Phone: []

Address: [] Phone: []

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

ATTEST: Assistant Trust Officer - []

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO

IN WITNESS WHEREOF, said The Cosmopolitan National Bank of Chicago has caused these presents to be signed by its Vice President, attested by its Assistant Trust Officer, and has caused its corporate seal to be hereunto affixed as and for the act and deed of said association, the day and year first above written.

IN TESTIMONY WHEREOF, said The Cosmopolitan National Bank of Chicago has caused these presents to be signed by its Vice President, attested by its Assistant Trust Officer, and has caused its corporate seal to be hereunto affixed as and for the act and deed of said association, the day and year first above written.

The Cosmopolitan National Bank of Chicago shall receive for its services in accepting this trust and in taking title hereunder the sum of \$35.00 per year for holding title after the day of 15th 1960.

At any time and from time to time additional property may be conveyed to the Trustee, and such property and the proceeds thereof shall be held, dealt with, and disposed of under the terms of this agreement in the same manner as the property above specifically described. The Trustee hereunder shall constitute and be construed as part of this agreement.

The beneficiary or beneficiaries hereunder shall in his, her or their own right have the full management of said property and control of the selling, renting and handling thereof, and any beneficiary or his or her agent shall collect and handle the rents, earnings, avails and proceeds of all moneys, 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 or to bind the Trustee personally.

or will on the written direction of such other 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 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 the Trustee. The Trustee shall not be required to inquire into the property of any such direction.

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

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 The Cosmopolitan National Bank of Chicago will (subject to the rights of the Trustee as aforesaid) deal with said property only when authorized to do so in writing and that it will (including any change in the beneficiary or beneficiaries hereunder, unless otherwise directed in writing by the beneficiaries) on the written direction of

CHARLES G. MATHIAS or DOLORES E. MATHIAS

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 The Cosmopolitan National Bank of Chicago will (subject to the rights of the Trustee as aforesaid) deal with said property only when authorized to do so in writing and that it will (including any change in the beneficiary or beneficiaries hereunder, unless otherwise directed in writing by the beneficiaries) on the written direction of

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

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 The Cosmopolitan National Bank of Chicago will (subject to the rights of the Trustee as aforesaid) deal with said property only when authorized to do so in writing and that it will (including 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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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 The Cosmopolitan National Bank of Chicago will (subject to the rights of the Trustee as aforesaid) deal with said property only when authorized to do so in writing and that it will (including 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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