

OTYREVILLE

NAME: STREET: CITY:

S. JUTZI, 6724 Joliet Rd., Countryside, IL 60525

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

10731 S. Nagle

Worth, IL 60482

Handwritten signatures and dates: 10/31/89, 10/16/89

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. MAR 16, 1992

Official Seal of Notary Public S. Jutzi, Notary Public State of Illinois, Commission Expires March 16, 1992. Text includes: A Notary Public in and for said County, in the state aforesaid, do hereby certify, that the undersigned...

STATE OF ILLINOIS } COUNTY OF COOK } SS.

Witness WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Asst. Trust Officer the day and year first above written.

Subject to easements, conditions and restrictions of record, if any. Subject to 1988 real estate taxes and subsequent years.

THIS INDENTURE, made this 12th day of June, 1989, between State Bank of Countryside, a banking corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded or registered and delivered to said Bank in pursuance of a trust agreement dated the 15th day of September, 1988, and known as Trust No. 88-476...

12.00

Vertical text on the left margin: This space for affixing riders and revenue stamps. Example under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act. Date: 6/16/89. Buyer, Seller or Representative.

6482-91

7205-2612

UNOFFICIAL COPY

Property of Cook County

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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 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 rents and from mortgages, sales or other disposition of said real estate in the hands of the trustee, and the right to receive the proceeds from mortgages, sales or other disposition of said real estate shall be deemed to be the property of the beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as hereinafter otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at 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, either legal or equitable, but only an interest in the earnings, profits 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 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 until 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 be required in its discretion to make any advances of money on account of this trust or shall be made liable 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 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 together with its expenses, including reasonable attorney's 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 attorney's fees, tendering 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 procure or defend any legal proceeding involving this trust or any property or interest hereunder. The sole duty of the trustee with respect to any such legal proceeding shall be to give timely notice thereof to the beneficiaries hereunder after the trustee is served with process hereunder 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 hereinbefore 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 trustee 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 or consumption of 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 based on litigation, or the sale of the trust property as to all or part of the trust property to the conveyance of the trust property, or the part thereof, as to which the trustee desires to resign hereunder, by the trustee to have a first lien on the trust property, for its costs, expenses and attorney's fees and for its reasonable compensation.

This Trust Agreement shall not be placed of 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 name shall not be considered as notice of the rights of any person hereunder, derogatory to the title or power of said trustee.