

This Trust Agreement, dated this 10th day of JANUARY 1990

19 90, and known as Trust Number 110186-03 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:

LOT 104 IN NORTH 48th AVENUE ADDITION, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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DEPT-01 RECORDING 113 25 TR. 922 FROM 7673 10/11/90 15:26 00 N3576 * B * -20-497469 COOK COUNTY RECORDER

Pin # 16-04-221-015 00 00

otherwise known as No. 4315 W. POTOMAC CHICAGO, ILLINOIS

Improvements and that when it has taken the title thereto, or to any other real estate devoted 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:

CECILIO BERRIOS, JR. AND FRANK ANDERSON 50% interest to Cecilio Berrios, Jr. and 50% interest to Frank Anderson

This instrument is a part of a Trust Agreement, consisting of 2 pages; the first page is the Trust Agreement and the second page is the Trust Deed. The Trust Agreement is filed in Cook County, Illinois, in the office of the Recorder of Deeds, under the name of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee.

BY: [Signature] AUTHORIZED OFFICER DATE: 1/23/90

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 mortgage and control said real estate as hereinafter provided, and the right to receive the proceeds from sales and from mortgages, and the right to assign and transfer as such, that in case of the death of any beneficiary hereunder, the interest of that beneficiary 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 the beneficiary hereunder shall not be liable for any debt or liability of any kind or in any way, 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 report 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 hereunder in any manner, and the powers of the Trustee hereunder as assigned to him or her shall be binding on the Trustee until the original or a duplicate of the assignment is lodged with the Trustee, and no acceptance indicated thereon.

In case said Trustee shall make any advances of money on account of this trust or shall be under 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 attorney's fees; (2) that the said Trustee shall not be compelled to convey or otherwise deal with said property at any time held hereunder until all of said debts, accounts, 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 the 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, rendering the overplus, if any, to the then beneficiaries. 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 it shall be furnished with funds sufficient therefor, or be satisfactorily secured in respect thereto. In the event the Trustee is served with process or notice of legal proceedings or of any other matter involving the trust or the trust property, the sole duty of the Trustee in connection therewith shall be to forward the process or notice or final claim 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 he or their agents or attorneys 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, and 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 that 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 beneficiaries of said trust) relying upon or claiming under any such conveyance, lease or other instrument, and (d) that at the time of the delivery thereof, the trust created by this Trust Agreement was in full force and effect, (e) 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, if any, and binding upon all beneficiaries under this Trust Agreement, (f) 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 (g) 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 the, 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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