

UNOFFICIAL COPY

This Trust Agreement, dated this 1st day of February

Donald J. Lotrich

19 77, and known as Trust Number B226, is to certify that the CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois as trustee hereunder, is about to take title to the following described real estate in Cook County, Illinois, to-wit:

Lot 28 and the North half of Lot 27 in G.W. Cass's Subdivision of Block 8 of Goodwin, Balestier and Phillips' Subdivision of the West half of the South West quarter of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING
#42232 TRAN 2355 01/07/91 14:53:00
#6781 # B * 91-008647
COOK COUNTY RECORDER



County of Cook) SS
State of Illinois)

CERTIFIED COPY

I HEREBY CERTIFY that this is a true and exact copy of the original document which was examined by the undersigned, compared with the original and found to be accurate in every respect.

Certified this 17th day of December 1990
Notary Public Roger Packard
My Commission Expires 8-22-1991

otherwise known as No. 2753 S. Avers, Chicago, Street and that when it has taken the title thereto, or to any other real estate deeded 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:

For the sole use, benefit and occupancy of Angela Cirar during her entire lifetime and for the benefit of her two sons each to an undivided 1/2 interest after her death, as follows:

- 1/2 interest to my son Frank Cirar \$1008617
- 1/2 interest to my son Charles Cirar, Jr.

In the event of the inability of the Trustee to serve for whatsoever reason, then Pauline T. Stacho is hereby named successor Trustee.

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 hereinafter 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 avails 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 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. 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 of the assignment is lodged with the trustee and accepted by the trustee and every assignment of any beneficial interest hereunder, the original or duplicate of which shall not have been lodged with and accepted by the trustee, shall be void as to all subsequent assignees or purchasers without notice.

Nothing contained in this agreement 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 from time to time will individually make all such reports, and pay any and all taxes, required with respect to the earnings, avails and proceeds of said real estate or growing out of their interest under this trust agreement.

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 or otherwise, the beneficiaries hereunder do hereby jointly and severally agree 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 fees, and that the said trustee shall not be called upon to convey or otherwise deal with said property at any time 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. 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 indemnified in respect thereto. In the event the Trustee is served with process or notice 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 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 such mailing.

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 said trustee be required or privileged to inquire into the necessity or expediency of any act of said trustee, or of 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, however 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.

The Trustee may at any time resign by sending by registered mail a notice of its intention so to do to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten days after the mailing of such notices by the Trustee. In the event of such resignation, 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 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 notices by the Trustee, then the Trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, and the deed of conveyance may be recorded or registered, as the case may be, by the Trustee, or the Trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The Trustee notwithstanding such resignation shall continue to have a first lien on the trust property for its costs, expenses and attorneys' fees and for its reasonable compensation.

(Over)

By C. Packard
Notary Public, State of Illinois
Cook County
My Commission Expires 8-22-91

RECORDED
INDEXED
FEB 21 1991
COOK COUNTY RECORDER

1325

Trust Agreement

AND

DECLARATION OF TRUST

Angela Cirar

CHICAGO TITLE AND TRUST COMPANY TRUSTEE

Donald J. Lotrich

UNOFFICIAL COPY

Dated 2/1/77

Trust No. B226

Form 124-R4-65



ROY C FECHOWS 6529 W CERMK RD BERWYN IL 60402

To whom shall bills be mailed? May oral inquiries be referred directly? To whom? Refer written inquiries and legal notices by first class mail to May the name of any beneficiary be disclosed to the public?

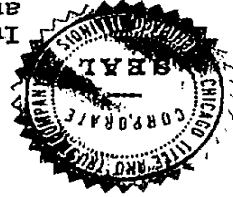
Address [SEAL] Address [SEAL] Address [SEAL] Address [SEAL] Address [SEAL]

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

In witness whereof the said trustee has set his hand and seal the day and date above first written.

By Assistant Vice-President

CHICAGO TITLE AND TRUST COMPANY



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, 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 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. Other- wise, the trustee shall not be required to inquire into the propriety of any such direction. The beneficiary or beneficiaries hereunder, in his, her or their own right shall have the management of said property and control of the selling, renting and handling thereof, and said trustee shall have no duty in respect to such management or control, of the collection, handling or application of such rents, earnings, avals or proceeds, or in respect to the pay- ment 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 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 it shall be divided among those who are entitled thereto under this trust agreement. This trust agreement shall be a trust agreement which shall be subject to the provisions of the Illinois Trusts Act, which is hereby incorporated by reference into this trust agreement. The trustee shall have the authority to execute and deliver such instruments as may be necessary to carry out the purposes of this trust agreement. The trustee shall have the authority to execute and deliver such instruments as may be necessary to carry out the purposes of this trust agreement. The trustee shall have the authority to execute and deliver such instruments as may be necessary to carry out the purposes of this trust agreement.

I HEREBY CERTIFY that this is a true and exact copy of the original document which was examined by me on this day of December 1977. Notary Public, State of Illinois. My Commission Expires 8-22-1992

Angela Cirar State of Illinois) SS County of Cook)

Donald J. Lotrich It is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto, that 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.

CHICAGO TITLE AND TRUST COMPANY

ROY C FECHOWS Notary Public, State of Illinois

ANGELA CIRAR

Property of Cook County