

This Trust Agreement

1994 and known as Trust Number 118978... to certify that LASALLE NATIONAL Trust, N.A. a national banking association... Cook County Illinois, to wit

UNIT NUMBER 1B-A1 IN THE COACH HOMES OF WILLOW BEND CONDOMINIUM AS DELINEATED ON A SURVEY OF CERTAIN LOTS IN GEORGETOWN OF WILLOW BEND, A SUBDIVISION OF PART OF SECTION 5 AND 6, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25259454 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$23.50
18666 TRAN 6392 09/09/94 11:20:00
\$7864 & LC *-94-789557
COOK COUNTY RECORDER

Property Address: 2950 Northampton; Apt. 1A; Rolling Meadows, IL 60008.
Permanent Real Estate Index No.: 08-08-122-029.

and that whomever has taken the title thereto or to any other real estate described in and accepted by it as Trustee hereunder, it will hold it for the uses and purposes and upon the trusts hereinafter set forth. The following named persons shall be entitled to the earnings, assets and proceeds of said real estate according to their respective interests hereinafter set forth, to wit:

VICTOR P. FASANO, and upon the death of VICTOR FASANO the beneficial interest and all rights and authority therein then owned or vested by VICTOR P. FASANO shall thereupon be vested and owned by his sisters, BARBARA KINGSLEY and REGINA METCALF as tenants in common and not in joint tenancy.

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:

(A) That the interest of any beneficiary in the real estate described herein shall be deemed to be a power of disposition 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 assets 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 lifetime 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 shall be deemed to have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, until he or she actually receives the earnings, assets and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the Trust or its continuation, after the powers of the Trustee hereunder. An assignment of any beneficial interest hereunder shall be void as to this Trust, until the original or a duplicate of the assignment is lodged with and accepted in writing by the Trustee.

(B) Nothing contained in this Agreement shall be construed to impose any obligation on the Trustee to file any income report or other tax reports or to deduct or to pay any taxes or to file any tax returns, and the Trustee shall be relieved of any such obligation if the Trustee is not notified in writing of such obligation by the beneficiary or beneficiaries of this Trust. It is the sole obligation of the beneficiary or beneficiaries to pay all taxes and assessments levied against the trust and the trust property.

(C) In case said Trustee shall be in debt to any party by any lien upon or account of any real estate or in connection with this trust, said Trustee shall have the right to retain a lien in said real estate or to demand of said Trustee, in case said Trustee shall make any advance of money on account of this Trust or of all 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, severally and jointly, agree that they will on demand pay to the Trustee, with interest thereon at the legal rate prevailing in the State of Illinois, all such advances or payments made by said Trustee together with his expenses, including reasonable attorneys' fees, all of which said Trustee shall be entitled upon to collect or otherwise deal with said property at any time until he or she is fully satisfied with all of said debts and claims, settlements, advances and expenses made or incurred by said Trustee shall have been fully paid to him or her 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 hereunder, unless said shall be furnished with funds sufficient therefor, to be satisfactorily indemnified in respect thereto. In case of non-payment of any such debts, claims, advances or other payments, or in non-payment of any lien, charge and compensation of the Trustee, referred to in paragraph (c) hereof, the Trustee shall have a first lien upon the property held in trust hereon, and if said amount is not paid within 60 days after demand, the Trustee is hereby authorized and directed, without further notice or advertisement to sell through public or private sale and to transfer and convey sufficient of said property to pay for his advances, claims and payments and such fees, charges and compensation, and after deducting all expenses in connection with such sale, including reasonable compensation for himself and his attorneys, to pay the balance thereof to the beneficiary or beneficiaries hereunder, in proportion to their respective interests hereunder. 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 herein as the person to whom requests 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. The Trustee shall have the right to obtain counsel of his choice to appear and defend the interests of the Trustee in the event the Trustee is named as a party in any legal proceeding, or if any adverse claim is made against the Trustee or the trust property, and the beneficiaries hereunder do hereby jointly and severally agree to pay all costs expended by the Trustee in connection therewith, including reasonable attorneys' fees.

(D) 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 the Trustee be required or obliged to inquire into the necessity or expediency of any act or said Trustee or of provisions of this instrument.

(E) This Trust Agreement shall be placed on file in the Recorder's Office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, and no duty to file or powers of the Trustee.

(F) It is understood and agreed by the parties hereto and by any person who may hereafter become a beneficiary hereunder, that said LASALLE NATIONAL TRUST, N.A. will deal with said real estate and with any cash or other property or assets of any kind which may come into the possession or control of the Trustee only when authorized to do so in writing, and that it will make deeds, transfers or conveyances directly to a trust Grantee, or mortgagee, or trust deeds (including the waiver of the right of redemption from sale under an order or decree of foreclosure) or otherwise deal with the title to said real estate or such other assets or property on the written direction of such person or persons as may be the beneficiary or beneficiaries at the time, or on written direction of

VICTOR P. FASANO during his lifetime upon the death of VICTOR FASANO the power of direction shall vest jointly in his sisters, BARBARA KINGSLEY and REGINA METCALF.

or such other person or persons, as shall be from time to time named in writing by the beneficiary or beneficiaries, provided that if any person now or hereafter expressly named as the person (or as one of the persons) directing such power of written direction shall be a bond obligor hereunder and shall assign his beneficial interest herein, then no written direction of any such person given subsequent to the filing of such assignment with the Trustee shall be recognized without the consent thereto of his assignee, provided, further, that the Trustee shall not be obliged to inquire into the propriety of any such written direction, and provided further, that the Trustee shall not be required to deal with the trust so long as any money is due to it hereunder, or 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.

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of the following: (a) any and all... (b) any and all... (c) any and all... (d) any and all... (e) any and all...

(d) The Trustee may at any time... (e) The Trustee may at any time... (f) The Trustee may at any time...

(g) Every successor Trustee or Trustees appointed hereunder shall be completely vested with all the estate, possession, rights, powers, trusts, duties, and obligations of the trust...

(h) The LASALLE NATIONAL TRUST, N.A. shall receive for its services on accepting this Trust and in taking title hereunder the sum of \$... after the sum of \$...

(i) The Trustee shall be responsible for making... (j) The Trustee shall be responsible for making... (k) The Trustee shall be responsible for making...

(l) The Trustee shall be responsible for making... (m) The Trustee shall be responsible for making... (n) The Trustee shall be responsible for making...

and attested by the... and has caused its corporate seal to be hereto attached as and for the act and deed of said Bank the day and date above written.

ATTEST:

LaSalle National Trust, N.A.

Assistant Secretary By Assistant Vice President

And on said day said trustee... (708) 934-3052

- Victor P. Fasano (SS# 358-32-0071) Address: 717 Bel Air Terrace; Palatine, IL 60067
[Other beneficiaries listed with names and addresses]

May the name of any beneficiary be disclosed to the public? No
Refer written inquiries and legal notices by first class mail to: Victor P. Fasano
May oral inquiries be referred directly? No to whom?
To whom shall this be mailed? Victor P. Fasano

9478955

TRUST AGREEMENT and Declaration of Trust
LaSalle National Trust, N.A.
95 So. LaSalle Street
Chicago, Illinois 60606
Bernard Davis
205 W. Randolph
Suite 1410
Chicago, IL 60606
Dated: 8/9/94
Trust No. 118978