

# This Trust Agreement

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19<sup>th</sup> day of August, 1994, and known as Trust Number 118978.

is to certify that LASALLE NATIONAL

Trust, N.A., a national banking association, Chicago, Illinois, as Trustee hereunder, is about to take title to the following described real estate:

in 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
- T#6666 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.: OR-08-122-029.

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

VICTOR P. FASANO, and upon the death of VICTOR P. 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.

(I) UNDERSTOOD AND AGREED hereto, by 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 to receive the exercise of a power of direction to deal with the title to said property and to manage and control said property as hereinabove provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said premises, and that such rights, the assets of said property, shall be deemed to be personal property, and may be assigned and transferred as such, that no part of the death or any other disability hereunder during the existence of this Trust, his or her right and interest hereunder shall except as hereinabove 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 he or she may, but shall not, at any time, claim, 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, assets, and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the beneficial interest, but affects the powers of the Trustee hereunder. An assignment of any beneficial interest hereunder shall be void as to the Trustee 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 as giving the sole obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly agreed, however, that the beneficiaries, from time to time, will individually make all such reports, and pay any and all taxes required with respect to the receipt of dividends and proceeds of said assets, or gains or gains resulting from the sale of the real estate, to which the sole obligation of the beneficiaries hereunder to pay taxes and assessments, is limited, against the trust and the trust property.

(C) In case said Trustee shall become a party to any litigation, or action, to defend said Trustee, in case said Trustee shall make any advances, or 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 the loss, whether on account of breach of contract, or injury to person or property, fines or penalties under any law or otherwise, the beneficiaries, hereunder, hereby jointly and severally agree that they will, or demand, pay to the said Trustee, without cost thereto, at the plain law rate per annum, such debt, in manner of advances or payments made by said Trustee, together with its expenses, including reasonable attorneys' fees, as attorney and Trustee shall not be called upon to convey or otherwise deal with said property, at any time held hereunder, until all of said disbursements, judgments, advances, 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 make or pay any money on account of this Trust or to prevent him from, or delay any legal proceeding involving this Trust or any property or interest therein, unless shall be furnished with funds sufficient therefor, to be satisfactorily indemnified in respect thereto. In case of non-payment of any said disbursements, advances, or other payments, or in case of non-payment of any legal charges, and compensation of the Trustee, referred to in paragraph (C) aforesaid, the Trustee shall have a first lien hereunder on the property held in trust hereunder, 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 from time to time at public or private sale, or to transfer and convey sufficient of said property to repay his disbursements, advances and payment, and such fees, charges and compensation, and after deducting all expenses in connection with such sale, including reasonable compensation to itself and its attorneys, to pay the balance thereof to the beneficiary or beneficiaries hereinunder, 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, or the person to whom, in opinion, or belief, 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 its choice to appear and defend the interests of the Trustee in the event the Trustee named as a party in any legal proceeding, or of any adverse claim, are 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 attorney's 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 and therefor, nor shall any one who may deal with the Trustee be required or privileged 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 recorded 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, or in any way to the title 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 checks, for or draw, conveying directly to a trust Grantee, or mortgages, 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 P. 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 for, as one of the persons, drawing such power of written direction, shall be a beneficiarie hereunder, and shall assign his beneficiary interest herein, then no written direction of any such person given subsequent to the time 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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any other documents or instruments which may be required by law or by the Trustee in accordance with the purpose and intent of the calling instrument, and that all expenses incurred in the management of all assets and properties held by the Trustee, and any income arising from the land, and any beneficiary or his/her agent shall collect and handle his/her share of the trust, earnings, gains and proceeds thereof, and the Trustee shall have no duty or respect to such management or control of the handling or application of such assets, earnings, gains or proceeds, or in respect to the keeping, performing or enforcing of any trust agreements, or arrangements relating with the land, or in respect to the payment of taxes or other expenses in respect to managing, keeping or otherwise, except as herein otherwise provided. No beneficiary, borrower or holder of any authority to contract for or on the name of the Trustee, or bind the Trustee, for any obligation shall be brought into the service of the Trustee without his/her consent in writing. If any property remains in the Trust for more than twenty (20) years from the date of the trust, and if the trust has not been extended, the Trustee or his/her authorized representative or recorder shall sell the property at public auction or otherwise, except as herein otherwise provided. The proceeds of any public sale after the payment of reasonable expenses and fees, shall be divided among those beneficiaries who are entitled thereto under the Trust Agreement.

(4) The Trustee may at any time resign by sending to registered mail a written notice to do so to each of the then beneficiaries he represents, if he or she so desires, for his/her knowledge to the Trustee. Such resignation shall become effective ten days after the mailing of such notice to the Trustee. In the event of such resignation, a successor or successor may be appointed by the persons so persons so entitled to do so by the Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors to trust. If no successor is named as above provided within ten days after the mailing of such notice to the Trustee, then the Trustee may convey the trust property, or any portion thereof, to the beneficiaries in accordance with their respective interests hereunder, and the beneficiaries, for themselves, their legal representatives, executors, administrators and assigns agree that the last-mentioned option may deliver deed evidence of such conveyance to the Recorder of Deeds for Registration, or to whom the real estate is situated for recording and such conveyance shall thereupon be effective and complete, or the Trustee may, at his option, file a complaint for appropriate relief in any court of competent jurisdiction. The rights, remedies and benefits of the Trustee provided for in paragraph (4) herein shall continue notwithstanding the resignation or removal of the Trustee or consequence of any of the trust property.

(5) Every successor Trustee or Trustee appointed hereunder shall be one fully vested with all the estate, property, rights, powers, trusts, duties and obligations of the Trustee or his/her predecessor.

(6) THE LASALLE NATIONAL TRUST, N.A. shall receive for its services on accepting this Trust and in taking title hereunder the sum of \$\_\_\_\_\_ per year, or advance, for holding title after the

\$\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_. The Trustee may, at any property, return to the Trustee or to any regular custodian for making good, and shall receive reasonable compensation for preparing any annual program designed for any particular service which may be rendered by the Trustee, or for disbursements made by the Trustee in the disposition of the trust property, held hereunder or received by reason of improvements made thereon after the Trustee has accepted the same. The Trustee shall be entitled to a reasonable advance for holding title hereunder for a year after the year in which such improvement is made.

IN WITNESS WHEREOF, THE LASALLE NATIONAL TRUST, N.A. has caused these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary, 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 beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms hereof.

VICTOR P. FASANO  
(SS# 358-32-0071)

(S.E.A.L.) Address

(708) 934-3052  
717 Bell Aire Terrace; Palatine, IL

(S.E.A.L.) Address

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  Location?

To whom shall bills be mailed? Victor P. Fasano

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## TRUST AGREEMENT

and Declaration of Trust

LaSalle National Trust, N.A.

25 So. LaSalle Street  
Chicago, Illinois 60690

Brian Davis  
2025 S. Beretka  
Suite 1410  
Chicago, IL 60666

Dated 8/9/94

Trust No. 118978