

# UNOFFICIAL COPY

94029905

**This Trust Agreement,** dated this 15<sup>th</sup> day of December,

10-94, known as Trust Number 117751-00, 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 5 in Block 75 in Northwestern University Subdivision of that part of the North 1/2 of Section 19, Township 41 North, Range 14, East of the Third Principal Meridian, (except the 15 1/2 acres in the Northeast corner thereof) in Cook County, Illinois.

PIN No. 11-19-201-010-0000

Formerly Known as 1231 Madison Avenue, Evanston, Illinois DEUT-01 \$23.50  
FRAN 2728 01/11/94 10:17:00  
0626 \* 24-029905  
COOK COUNTY RECORDER

735 Jackson Avenue, Evanston, Illinois 60201

~~Improvements, Single Family Home.~~ otherwise known as No. 10, will hold it for the  
and that when it has taken the title thereto, or to any other real estate needed to it as Trustee hereunder, it will hold it for the  
uses and purposes and upon the trust herein set forth. The following named persons shall be entitled to the earnings, assets and

To Robert Dreeben, as to an undivided 50% interest, during his lifetime, with full power to sell, convey, assign, mortgage and transfer during the existence of the trust and upon his death to the Robert Dreeben Living Trust dated December 15, 1993, as in effect at Robert Dreeben's death.

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To Rebecca Comstock Dreeben, also known as Rebecca Barr Dreeben, and also known as Rebecca Barr, as to an undivided 50% interest, during her lifetime, with full power to sell, convey, assign, mortgage and transfer during the existence of the trust and upon her death to the Rebecca Comstock Dreeben Living Trust dated December 15, 1993, as in effect at Rebecca Comstock Dreeben's death.

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons whom may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction and with the title to said real estate and to manage and control said real estate as hereinabove provided, and that the title to the property from rentals and from mortgages, sales or other disposition of said real estate, and the right in the event of sale of said real estate, shall be deemed to be personalty property, and may be assigned and transferred as such, so that in case of the death of any beneficiary hereunder during the existence of this Trust, his or her right and interest to same shall be as herein otherwise specifically provided, as to his or her next of kin, administrator, and not to his or her heirs at law; and that no beneficiary may hold any interest in the property hereunder during his or her life, have any right, title or interest in or to any portion of said real estate, as and all day as he or she may be entitled to hold any interest in the earnings, awards and proceeds as aforesaid. Nothing herein contained shall be construed as a limitation, other than on the Trustee to be any income, funds or other benefits or schedules. It being agreed, it is understood that the beneficiaries hereunder from time to time will individually make all such receipts 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 or in any manner affect the powers of the Trustee hereunder. No assignment of an interest to a third party shall be binding on the Trustee until the original or a duplicate of the assignment is lodged with the Trustee, and in a place indicated in the original or duplicate.

Any conveyancing party dealing with said Trustee or any successor or trustee in trust for or behalf of such trust or any part thereof shall be compelled to be held bound by and to accept the said Trust Agreement and be obliged to see to the application of any purchase money, rent or other money borrowed or advanced on account of the sale of any asset of said Trustee in trust or to be obliged to inquire into the authority and right to dispose of any asset of said Trustee in trust or to be obliged 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 in trust in relation thereto and every title shall be conclusive evidence in favour of every person concluding the transaction of titles of said Company relying upon or claiming under any such conveyance, lease or other instrument, that the transfer or reservation of any other instrument was executed in accordance with the terms, conditions and requirements contained in this Trust Agreement and all amendments hereto, if any, and binding on all the original parties thereto, and that said Trustee in trust or successor in trust was duly authorized and empowered to make and deliver every such deed, trust deed, mortgage, lease, mortgagor or other instrument and that a copy thereof had been made for the successor in successions in trust, that no such successor or transvee in trust has been properly appointed and that he or she is bound by all the title, defects, rights, interests, authorities, duties and obligations of the title or their predecessor in trust.

This First Amendment 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. Declaratory

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The Trustee may at any time resign by sending a notice of its intention so to do to the registered or certified mail to each of the then beneficiaries hereunder at his or her address best known to the Trustee. Such resignation shall become effective ten days after the mailing of such notice by the Trustee. In the event of such resignation no successor or successor may be appointed by the person or persons thus entitled hereunder to direct the Trustee in the disposition of the Trust property, and the Trustee shall thereupon convey the trust property to such successor or successor's trust. In the event that no successor in trust is named as above provided within ten days after the mailing of such notice by the Trustee, then the Trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder or the Trustee may, at option, file a writ for appropriate relief in any court of competent jurisdiction. The Trustee may at the option company, such deed of conveyance to be recorded or registered. The Trustee, notwithstanding such resignation, shall continue to have a lien on the trust property for its costs, expenses and attorney's fees and for its reasonable compensation.

Every successor Trustee or trustees appointed hereunder shall become fully vested without the estate properties, rights, powers, trusts, duties and obligations of us, his or their predecessor.

While **American National Bank and Trust Company of Chicago** is the sole owner of record of the real estate referred to herein and, unless the public is otherwise has full power to deal therewith, it is understood and agreed by the parties in this, and by any person who may be entitled to become a party hereto or whersoever hereunder that said **American National Bank and Trust Company of Chicago** will judge the rights and interests of said real estate, subject to and, title to said real estate, execute and deliver deeds including deeds conveying directly to a third grantees, or otherwise deal with said real estate, date only when authorized to do so in writing and that no active funding will change in the beneficiary or beneficiaries hereunder, it will be on the written direction of

Robert Dreeben

O.T.

Rebecca Congdon Dreeben, also known as Rebecca Barr Dreeben, and also known as  
Rebecca Barr

or will, in the written direction of such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries hereunder on the written direction of such person or persons as may be beneficiary or beneficiaries at the time made of, for pay the proceeds of any mortgage, sale or conveyance of, or otherwise deal with said trust estate, or proceeds thereof, to the manner so directed provided, however, that the Trustee shall not be required to cause into any personal obligation in dealing with said real estate or to make itself liable for any damages, costs, expenses, fines or penalties or to deal with the title to long leases, money due to it hereunder, unless the Trustee is instructed, required to inquire into the property of any such lessee or in Mortgages or Liens placed or made and is satisfied by the Trustee that the same were valid and all right of redemption from such lessee or holder in due course of such Mortgage or Lien filed.

The beneficiary or beneficiaries hereunder shall on his, her, her own behalf have the full management, and control of said real estate and control of the selling, renting and managing thereof, and his or her agent shall handle the rents thereon and the payment of any, all or part of said property, and said Trustee shall not be required to do anything in the management of or control of, and real estate or to inspect to the payment of taxes or assessments or to repair or to maintain, litigation or otherwise, except on written direction of the beneficiary provided, and after the payment to him or all amounts necessary to carry out said instructions. The beneficiary or beneficiaries hereunder to operate and maintain and to abide in accordance with all laws, codes, regulations and ordinances respecting the use, occupancy, maintenance or control thereof. The beneficiary or beneficiaries hereunder shall have any authority to contract for or in the name of the Trustee or to bind the Trustee in any way. Any property remaining after twenty years from the date of this instrument shall be sold at public sale by the Trustee in reasonable notice, and the proceeds of the sales shall be divided among those who are entitled thereto.

**American National Bank and Trust Company of Chicago** shall receive for its services in accepting the trust, and in taking care hereunder the sum of \$500.00 also the sum of \$20.00 per year for holding title after the

fourth day of December, 1974, subject to adjustment in accordance with its schedule of fees from time to time in effect, so long as any property remains in the trust, absent regular notice of service making deeds, mortgages, leases and/or other instruments as may be required hereunder, from time to time, and it shall receive reasonable compensation for any special services which may be required by it hereunder, and for taking and holding any other property or improvement which may hereafter be dedicated or acquired by it hereunder, and in the event the value of the property held hereunder is increased by reason of improvements made thereon after the Trustee has accepted it to trustee, the Trustee shall be entitled to reasonable additional fees for holding title thereto for each year after the year in which such improvement is made, which fees, charges or other compensation, the beneficiary or beneficiaries hereunder jointly and severally agree to pay, and it is hereby understood and agreed that all such fees and compensation shall constitute a first lien on the real estate and property held hereunder.

IN TESTIMONY WHEREOF said **American National Bank and Trust Company of Chicago** has caused these presents to be signed by its Vice President or Assistant Vice President, attested by its Assistant Secretary, and has caused its corporate seal to be hereunto affixed as and for the act and deed of said corporation, the day and year first above written.

## AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,

ATTESTED by *R. Dreeben*  
Assistant Secretary

by *R. Dreeben*  
Vice President

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

*R. Dreeben* (SEAL) Address 1232 Judson Avenue, Evanston, IL 60201  
*Rebecca Congdon Dreeben* (SEAL) Address 1232 Judson Avenue, Evanston, IL 60201  
aka *Rebecca Barr Dreeben, Rebecca Barr* (SEAL) Address  
(SEAL) Address  
(SEAL) Address  
(SEAL) Address

May the name of any beneficiary be disclosed to the public?

To whom shall inquiries, notices and other matters be referred?

Address 1232 Judson, Evanston, Illinois 60202

Phone (708) 869-1154

May oral inquiries be referred directly?

Yes Phone (708) 869-1154

To whom shall bills be mailed?

Robert Dreeben

Trust Agreement

AND  
DECLARATION OF TRUST

American National Bank  
and Trust Company of Chicago  
TRUSTEE

Dated

Trust Number

Form 102 Rev 2-62

CHICAGO COUNTY  
CLERK'S OFFICE

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9/11/2011