

This Trust Agreement, dated this 29th day of October, 1993, and known as trust Number 2432, is to certify that THE CHICAGO HEIGHTS NATIONAL BANK, a national banking association, Chicago Heights, Illinois, as Trustee hereunder, is about to take title to the following described real estate in Cook County, Illinois, to-wit:

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95576365

LOT 33 IN BLOCK 86 IN CHICAGO HEIGHTS, IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as: 1326 Portland, Chicago Heights, Illinois 60411

32-21-209-047-0000-015

08/25/95

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RECORDIN # 23.00
POSTAGES # 0.50
95576365 #
0009 MCH 12:50

and that when it has taken the title thereto, or to any other real estate deeded to and accepted by 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:

PERNOLA SMITH, the whole thereof, with full power to assign any or all right, title or interest herein or otherwise to dispose of any or all of them.

In the event of the death of PERNOLA SMITH during the existence of this trust, all such right, title or interest not previously assigned or otherwise disposed of shall vest in the following manner to wit:

An undivided 1/2 interest in SYLVIA R. LEWIS, daughter of PERNOLA SMITH; and

An undivided 1/2 interest in JESSE ROE SMITH, son of PERNOLA SMITH.

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 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 now has, 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. 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 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. It is the sole obligation of the beneficiaries hereunder to pay all taxes and assessments levied against the trust and the trust property.

(C) 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 highest lawful rate per annum, all such disbursements or advances or payments made by said Trustee, together with its expenses, including reasonable attorneys' fees, and that said Trustee shall not be called upon to convey or otherwise deal with said property at any time held 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 case of non-payment of any of said disbursements, advances, or other payments, or upon non-payment of any fees, charges and compensation of the Trustee referred to in paragraph (J) hereof, the Trustee shall have a first lien therefor on the property held in Trust herein, 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 and to transfer and convey sufficient of said property to pay such disbursements, advances and payments and such fees, charges and compensation, and after deducting all expenses in connection with such sale, including reasonable compensation for itself and its 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 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. 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 is named as a party in any legal proceedings, or if any adverse claims 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 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 privileged to inquire into the necessity or expediency of any act of said Trustee, or of provisions of this instrument.

(E) 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, 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 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 THE CHICAGO HEIGHTS NATIONAL BANK 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 for 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 PERNOLA SMITH, in the event of the death of PERNOLA SMITH the Power of Direction shall vest in SYLVIA R. LEWIS.

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TRUST AGREEMENT

AND
DECLARATION OF TRUST

1030 Dixie Highway
Chicago Heights, Illinois 60411

THE CHICAGO HEIGHTS NATIONAL BANK

Date: October 22, 1993

Trust No.: 2432

James R. Dennis
326 Portland Ave
Chicago Heights, IL 60411

Form TRS

1978B-B-N CO.

596974556

COOK COUNTY
RECORDER
JESSE WHITE
OFFICE
MARKHAM

To whom shall bills be mailed?
May oral inquiries be referred directly?
To whom?
Refer to inquiries and legal notices by first class mail to
No.
Address of any beneficiary be disclosed to the public?
No.
Address:
Address:
Address:
Address:
Address:
Address: 1326 Portland, Chicago Heights, IL 60411

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.
Vice President and Cashier: *Jacqueline A. Dewey*
Trust Officer: *James R. Dennis*

IN TESTIMONY WHEREOF, THE CHICAGO HEIGHTS NATIONAL BANK has caused these presents to be signed by its Vice President, and attested by its Cashier, and has caused its corporate seal to be hereunto attached as and made.
The CHICAGO HEIGHTS NATIONAL BANK
By: *James R. Dennis* Vice President
ATTEST: *Jacqueline A. Dewey* Vice President and Cashier
The CHICAGO HEIGHTS NATIONAL BANK shall receive for its services in accepting this Trust and in taking title hereunder the sum of \$ 100.00 also the sum of \$ 50.00 per year in advance for holding title after the 22nd day of October, 1994, so long as any property remains in this Trust or as adjusted by the Bank; also its regular schedule fees for making deeds, and it shall receive reasonable compensation for processing any legal proceedings and for any special services which may be rendered by it hereunder, or for taking and holding any other property which may hereafter be decided to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay. In the event the value of the property held hereunder is increased by reason of improvements made thereon, after the Trustee has accepted title thereto, the Trustee shall be entitled to a reasonable additional fee for holding title thereto for each year after the year in which such improvement is made.
(I) Every successor, Trustee or Trustee appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.
(J) THE CHICAGO HEIGHTS NATIONAL BANK shall receive for its services in accepting this Trust and in taking title hereunder the sum of \$ 100.00 also the sum of \$ 50.00 per year in advance for holding title after the 22nd day of October, 1994, so long as any property remains in this Trust or as adjusted by the Bank; also its regular schedule fees for making deeds, and it shall receive reasonable compensation for processing any legal proceedings and for any special services which may be rendered by it hereunder, or for taking and holding any other property which may hereafter be decided to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay. In the event the value of the property held hereunder is increased by reason of improvements made thereon, after the Trustee has accepted title thereto, the Trustee shall be entitled to a reasonable additional fee for holding title thereto for each year after the year in which such improvement is made.
(K) The Trustee shall have the management of said property and control of the selling, renting and handling thereof and the keeping, performing and enforcing of all leases and agreements and covenants running with the land, and each beneficiary or his or her agent shall collect and handle his or her share of the rents, earnings, profits and proceeds thereof, and the Trustee shall have no duty in respect to such management or control, or the handling or application of such rents, earnings, profits or proceeds or in respect to the keeping, performing or enforcing of any leases, agreements, covenants running with the land, or in respect to the payment 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. No legal action shall be brought in the name of the Trustee without its prior consent in writing. If any property remains in the trust 20 years from this date, and the trust has not been extended, the Trustee on reasonable notice, in its sole discretion shall: (i) sell the property at a public sale; or (ii) convey the trust property to the then beneficiaries hereunder; or (iii) resign as Trustee. 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 this Trust Agreement.
(L) The Trustee may at any time resign by sending by registered mail a notice of its intention so to do to each of the beneficiaries hereunder at his or her address last 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 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. If no successor in trust is named above provided within ten days after the mailing of such notice by the Trustee, then the Trustee may under and the beneficiaries for themselves, their legal representatives, executors, administrators and assigns agree that the Trustee at its option may deliver deed evidencing such conveyance to the Recorder of Deeds (or Registrar of Titles) in the county or counties in which the real estate is situated for recording and such conveyance shall thereupon be effective and complete, or the Trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The rights, remedies and liens of the Trustee provided for in paragraph (C) hereof shall continue notwithstanding the resignation or removal of the Trustee or conveyance of any of the trust property.
(M) Every successor, Trustee or Trustee appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.