



This Trust Agreement, dated this _____ day of _____ in the year _____, and known as Trust Number _____, is to certify that ALBANK NA, an association organized 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 be named as Grantee in a Deed of Conveyance to it to the following described real estate in _____ County, Illinois, to wit:

PIN # _____
 Otherwise known as No. _____

Improvements: _____
 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:

The undersigned beneficiary or beneficiaries and the holder or holders of the right of direction hereunder, jointly and severally hereby certify and warrant that they are all of legal age and under no legal disability whatsoever. The foregoing representation and warranty is made for the purpose of inducing the said Trustee to enter into the within agreement.

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 real estate and to manage and control said real estate as hereinafter provided, and the right to receive the proceeds

from rentals and from mortgages, sales or other disposition of said real estate, and that such right in the avails of said real estate 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. Nothing herein contained 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 hereunder from time to time will individually make all such reports 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 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 copy of assignment, in such form as the Trustee may approve, is lodged with the Trustee and its endorsement indicated thereon, and the reasonable fees of the Trustee for the acceptance thereof paid; and every assignment of any beneficial interest hereunder, the original or duplicate of which shall not have been lodged with the Trustee, shall be void to all subsequent assignees or purchasers without notice.

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, judgments or decrees, or otherwise, or in case the Trustee shall deem it necessary on account of this trust, to consult or retain counsel and shall thereby incur attorneys' fees, or in the event the Trustee shall deem it necessary to place certain insurance for its protection hereunder, the beneficiaries hereunder do hereby jointly and severally agree as follows: (1) 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 attorneys' fees; (2) that the said Trustee shall not be required 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, and (3) that in case of non-payment within ten (10) days after demand said Trustee may sell all or any part of said real estate at public or private sale on such terms as it may see fit, and retain from the proceeds of said sale a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorney's fees, rendering the over-plus, if any, to the then beneficiaries. 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. The sole duty of the Trustee with reference to any such legal proceeding shall be to give timely notice thereof to the beneficiaries hereunder after the Trustee is served with process therein to permit such legal proceeding to be brought or defended in its name, provided that it shall be indemnified in respect thereto in a manner satisfactory to it.

It is further understood and agreed the neither Albank NA, individually or as Trustee, nor its successor or successors in trust, shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they, or its or their agents or attorneys, may do or omit to do in or about the said real estate or under the provisions of said deed or deeds in trust or

in this Trust Agreement, or any amendment thereof, or for injury to person or property happening in or about the said real estate or for any improvident conveyances, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries hereunder, as their attorney-in-fact hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.)

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or successor in trust, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or successor in trust, or be obliged or privileged 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, or successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said County) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof, the trust created by this Trust Agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Trust Agreement and all amendments hereof, if any, and binding upon all beneficiaries under this Trust Agreement; (c) that said Trustee, or successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This Trust Agreement 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, derogatory to the title or powers of said Trustee.

The Trustee may at any time resign by sending a notice of its intention so to do by certified mail 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 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 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 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 Trustee, notwithstanding such resignation, shall constitute to have a first 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 with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

While Albank NA, is the sole owner of record of the real estate referred to herein, and, so far as the public is concerned, has full power to deal therewith, it is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto, or a beneficiary hereunder, that said Albany Bank & Trust Company N.A., will (subject to the rights of the Trustee as aforesaid) convey title to said real estate, execute and deliver deeds for or otherwise deal with the title to said real estate only when authorized to do so in writing and that it will (notwithstanding any change in the beneficiary or beneficiaries hereunder, unless otherwise directed in writing by the beneficiaries) on the written direction of:

or on the written direction of such person or persons as may be beneficiary or beneficiaries at the time, make deeds for or Deeds conveying directly to a Trust Grantee pay the proceeds of any mortgage, sale, conveyance of, or any other proceeds therefrom, or otherwise deal with said trust estate or proceeds therefrom, in the manner so directed, provided however, that the Trustee shall not be required to enter into any personal obligation or liability 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 so long as any money is due to it hereunder. Otherwise, the Trustee shall not be required to inquire into the propriety of any such direction. Mortgages or Trust Deeds made and executed by the Trustee may include waiver of any and all rights of redemption from sale under any order or decree of foreclosure of such Mortgage or Trust Deed.

The beneficiary or beneficiaries hereunder shall in his, her or their own right have the full management of said real estate and control of the selling, renting and handling thereof, and any beneficiary of his or her agent shall handle the rents thereof and the proceeds of any sales of said property, and said Trustee shall not be required to do anything in the management or control of said real estate or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as herein above provided, and after the payment to it of all moneys necessary to carry out said instructions. The beneficiaries hereunder agree to operate and maintain said real estate in accordance with all laws, codes, regulations and ordinances respecting the use, occupancy, maintenance or control thereof. 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 sold at public sale by the Trustee on reasonable notice, and the proceeds of the sale shall be divided among those who are entitled thereto.

Beneficiary has not, and to the best of the beneficiary's knowledge, no prior owner of the

property or any tenant, subtenant, occupant, prior tenant, prior subtenant or prior occupant has, used hazardous materials (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended and in the regulations adopted and publications promulgated pursuant thereto or any other federal, state or local environmental law, ordinance, rule or regulation) on, from or affecting the property of the trust in any manner which violates federal or local environmental law, ordinance, rule or regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of hazardous materials, nor has beneficiary received any notice of any violation related to the foregoing.

Beneficiary shall keep or cause the property of the trust to be kept free of hazardous materials, and, without limiting the foregoing, shall not cause or permit the property of the trust to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process hazardous materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall beneficiary cause or permit, as a result of any intentional or unintentional act or omission on the part of the beneficiary or any tenant, subtenant or occupant, a release of hazardous materials onto the property of the trust or onto any other property.

Beneficiary shall defend, indemnify and hold harmless the trustee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials, (iii) any lawsuit brought or threatened, settlement reached or government order relating to hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government, authorities, or any policies or requirements of the trustee, which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, courts costs and litigation expenses.

Albank NA shall receive for its services in accepting this trust and in taking title hereunder the sum of \$ _____; also the sum of \$ _____; per year for holding title after the _____ day of _____ in the year _____ subject to adjustment in accordance with its schedule of fees from time to time in effect, so long as any property remains in this trust; also its regular schedule of fees for 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 rendered by it hereunder, and for taking and holding any other property or improvement which may hereafter be deeded to 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 title thereto, 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 beneficiaries hereunder jointly and severally agree to pay, and it is hereby understood and agreed that all such fees and compensations shall constitute a first lien on the real estate and property held hereunder.

IN TESTIMONY WHEREOF, ALBANK NA has caused these presents to be signed by its Trust Officer, and attested by its

and has caused its corporate seal to be hereto attached, as and for the act and deed of said National Banking Association, the day and date above written.

ALBANK NA

ATTEST: _____
VICE PRESIDENT

By: _____
TRUST OFFICER

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.

PRINT NAME

Address

SIGNATURE

City Zip Code Area Code & Tel.#

SOCIAL SECURITY NUMBER

EMAIL

PRINT NAME

Address

SIGNATURE

City Zip Code Area Code & Tel.#

SOCIAL SECURITY NUMBER

EMAIL

PRINT NAME

Address

SIGNATURE

City Zip Code Area Code & Tel.#

SOCIAL SECURITY NUMBER

EMAIL

Signatures of persons having Power of Direction only:

NAME (SEAL)

Address Area Code & Tel.#

NAME (SEAL)

Address Area Code & Tel.#

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

To whom shall inquiries be referred? _____

Address City, State, Zip Code

To whom shall bills be mailed? _____

Address City, State, Zip Code

To be attached to attested document dated _____

Enter Document Name _____

State of _____) SS

County of _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that

is/are personally known to me to be the same person(s) whose name is subscribed to this instrument appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act.

Given under my hand and Notarial Seal this _____ day of _____, 20_____.

Notary Public

ALBANK NA
3400 WEST LAWRENCE AVENUE CHICAGO, ILLINOIS 60625
TELEPHONE: 773-267-7300 - FAX: 773-267-9405