



**TRUST AGREEMENT**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and known as Trust Number \_\_\_\_\_

**IT IS AGREED:**

FIRST AMERICAN BANK, an Illinois banking corporation under laws of the State of Illinois, 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 the following described real estate in \_\_\_\_\_ County, Illinois to wit:

Commonly known as: \_\_\_\_\_

Permanent Index No: \_\_\_\_\_

Improvements: \_\_\_\_\_

and that when the trustee has taken the title thereto, or to any other real estate deeded to it as trustee hereunder, the trustee will hold it for the uses and purposes and upon the trusts herein set forth. Any other real estate conveyed to the trustee without the written acceptance by the trustee shall not be subject to this agreement. The following named persons and their successors in interest shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to-wit:

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 rights, 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 assignments of any beneficial interest hereunder shall be binding on the trustee until the original or duplicate copy of the assignment, in such form as the trustee may approve, is lodged with the trustee and its acceptance 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 as to all subsequent assignees or purchasers without notice.

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 First American Bank will (subject to the rights of the trustee as aforesaid) deal with said property 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:

\_\_\_\_\_ (Insert initial holder of Power of Direction)

or such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries at the time, make deeds for or otherwise deal with the title to said real estate, 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 execute any documents containing environmental warranties or representations 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.

If First American Bank or any successor corporate fiduciary hereunder merges into, or becomes consolidated with, another corporate fiduciary under the same or another name qualified to administer trusts or is succeeded in its trust business by any corporate fiduciary by purchase or otherwise, or if a bank holding company causes a subsidiary qualified to administer trusts to succeed to part or all of the trust business of any other subsidiary of the same bank holding company, the surviving, consolidated, successor corporate fiduciary or subsidiary shall become successor fiduciary in place of such predecessor corporate fiduciary with all rights, powers and duties which were granted to or imposed on such predecessor corporate fiduciary, and be entitled to all of the compensation of the prior corporate trustee, all without the requirement of any prior notice to or consent of any beneficiary or holder of the power of direction hereunder.

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 (including, but not limited to, any action of proceeding arising under any federal, state or local environmental statute), 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 attorney's 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 at the highest rate permitted by law, all such disbursements or advances or payments made by said trustee, together with its expense, including reasonable attorney's fees; (2) that the said trustee shall not be required to convey or otherwise deal with said property at any time held under 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 of such sale and attorney's fees, rendering the remainder, if any, to the beneficiaries, who are entitled thereto. Further, the beneficiaries hereunder do hereby jointly and severally agree to hold the trustee harmless from any claim, lawsuit, damages, liability or judgment or whatever nature occurring, arising from, or related to its ownership hereunder. 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 sufficient funds or be indemnified to its satisfaction; and the 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.

In the event the trustee is served with process or notice of legal proceedings or of any other matter concerning the trust property, the sole duty of the trustee in connection therewith shall be to forward the process or notice 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 may at any time resign by sending a notice of its intention to do so by registered or certified mail to each of the then beneficiaries 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 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. The trustee, when directed to do so by the beneficiaries or the holder of the power of direction, may convey the trust property directly to another trustee. 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, or the trustee may, at its option, file a complaint for appropriate relief in any court of competent jurisdiction. 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 with all the estate, properties, rights, powers, trusts, duties, and obligations of its, his or their predecessor.

This Trust Agreement shall not be placed on record in the Recorder's Office or filed in the office of the Registrar of Titles 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 beneficiary or beneficiaries hereunder shall in his, her or their own right have the full management of said property and control of the selling, renting and handling thereof, and each beneficiary or his or her agent shall collect and handle the rents, earnings, avails and proceeds thereof, and said trustee shall have no duty in respect to the management or control of said property 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 moneys necessary to carry out said instructions. No beneficiary hereunder shall have any authority to contract for the trustee or in the name of the trustee or to bind the trustee personally. If any property remains in the 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. If the beneficiary or beneficiaries wish to instead extend the term of the trust, they shall sign an Amendment to do so.

At any time and from time to time additional property may be conveyed to the trustee, and such property and the proceeds thereof shall be held, dealt with and disposed of under the terms of this agreement in the same manner as the property above specifically described. The terms and conditions of the deed by which the property above described, or any deed or deeds by which other property may be conveyed to the trustee hereunder shall constitute and be construed as part of this agreement. Notwithstanding any other provision to the contrary, no additional property may be conveyed to

the trust hereunder until (A) full disclosure has been made to the trustee as to the location, use, zoning, and environmental condition of such property and (B) the trustee has formally agreed to accept such conveyance. The trustee may decline to accept any property in its sole discretion.

The beneficiary or beneficiaries shall keep and cause said real estate and all activities and operations of the beneficiary, beneficiaries or others on or in connection with said real estate to be kept in compliance with all Environmental Laws and free of all Hazardous Substances. Beneficiary will give prompt written notice to trustee of any notice, claim, complaint, citation, letter or any other warning, inquiry or indication that said real estate or any improvements thereon are in violation of or may violate any Environmental Law. In the event that the trustee becomes aware that the beneficiary has failed to keep said real estate and all activities and operations on or in connection with said real estate in compliance with all Environmental Laws, notwithstanding any other provision of this Trust Agreement, the trustee may, but under no circumstances shall the trustee be required to, take any and all action reasonably necessary to cause said real estate to be in compliance with all Environmental Laws and free of Hazardous Substances at the expense of the beneficiaries and the Trust estate. Nothing in this instrument shall be construed to impose a duty upon the trustee to inquire into the status of, or monitor, maintain or remedy the environmental condition of said real estate. As used herein, "Environmental Law" means any past, present or future federal, state or local law, ordinance, rule, regulation or order that regulates or intends to protect public health, industrial hygiene, the environment or ecological conditions or that establishes liability for the investigation, removal or cleanup or damaged caused by any environmental contamination, (including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Illinois Environmental Protection Act). "Hazardous Substance" means any product or waste that is now or hereafter regulated by or subject to any Environmental Law and any other substance which is toxic, ignitable, reactive, radioactive, corrosive or explosive, including, without limitation, petroleum byproducts, petroleum derivatives or other hydrocarbons, asbestos or polychlorinated biphenyls ("PCBs").

Each beneficiary shall indemnify, defend, protect and hold harmless the trustee and each of the trustee's officers, directors, employees, agents and their successors and assigns from and against all claims, demands, causes of action, injunctive relief, injuries to person, property or natural resources, liabilities, damages, losses, penalties, fines, forfeitures, judgments and expenses that shall be asserted against or incurred by the trustee by reason of (a) trustee's ownership of said real estate; (b) beneficiary's failure to perform any of the obligations under this agreement; (c) the presence in, on, under or about said real estate or any discharge, release or threat of release in, on, under, about or from said real estate of any Hazardous Substance regardless of the sources such release or threat of release or when such release or threat of release occurred or is discovered; or (d) beneficiary's failure to comply with any Environmental Law. Beneficiary's obligations under this indemnity shall include, without limitation and whether foreseeable, unforeseeable, contingent or otherwise any and all costs incurred in connection with any investigation of the conditions of said real estate, any and all costs of any reasonably necessary repair, cleanup, detoxification or decontamination of said real estate (including, without limitation, the soil, air and ground water on, under or about said real estate, and the preparation or implementation of any closure; remedial action or other reasonably required plans in connection therewith. Beneficiary's obligations under this indemnity shall survive the termination of the Trust Agreement and any conveyance of said real estate.

First American Bank shall receive for its services hereunder the sum of \$ \_\_\_\_\_ as the acceptance fee and an annual fee to be determined by the trustee's fee schedule, as updated from time to time. Furthermore, the trustee shall be entitled to a fee determined by the trustee's fee schedule, as updated from time to time, for executing mortgages, leases, deeds or other instruments as may be directed hereunder. The trustee shall receive reasonable compensation for any additional services rendered, which fees, compensation and charges the beneficiaries hereunder jointly and severally agree to pay and it is hereby understood and agreed that all such fees and compensation shall constitute a lien on the real estate and property held hereunder.

IN TESTIMONY WHEREOF, said First American Bank has caused these presents to be signed by \_\_\_\_\_, and attested by \_\_\_\_\_, as and for the act and deed of said corporation, the day and year first above written.

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_

And on said day the said beneficiaries have signed this Trust Agreement in order to signify their assent to the terms hereof.

\_\_\_\_\_  
Signature Name (Print)

\_\_\_\_\_  
Address Phone

\_\_\_\_\_  
Signature Name (Print)

\_\_\_\_\_  
Address Phone

\_\_\_\_\_  
Signature Name (Print)

\_\_\_\_\_  
Address Phone

Signatures of persons having Power of Direction only, if other than a beneficiary:

\_\_\_\_\_  
Signature Name (Print)

\_\_\_\_\_  
Address Phone

\_\_\_\_\_  
Signature Name (Print)

\_\_\_\_\_  
Address Phone

To whom shall inquiries and bills be mailed:

\_\_\_\_\_

**LIQUOR \_\_\_\_\_ BEING SOLD IN THE TRUST PREMISES.**