

# Trust Agreement, dated \_\_\_\_\_ and known as Trust Number \_\_\_\_\_

IT IS AGREED:

PARKWAY BANK AND TRUST COMPANY, an Illinois Banking Corporation, as Trustee hereunder, is about to take legal and equitable title to the following described real estate in, \_\_\_\_\_ County, Illinois:

PIN: \_\_\_\_\_

otherwise known as \_\_\_\_\_  
and that when it has taken the title thereto, or to any other real estate deeded to it as Trustee hereunder which it has accepted in writing, it will hold it for the uses and purposes and upon the trusts herein set forth. Any other real estate deeded to the Trustee without written acceptance by the Trustee shall not be subject to this agreement. 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 **POWER OF DIRECTION** referred to on the reverse side hereof shall be in:

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 to direct the Trustee 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 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.

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 an executed duplicate copy of the 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 as 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 partly 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 said Trustee, with interest thereon at the highest lawful rate, all such disbursements or advances or payments made by the 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 (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 attorneys' fees, rendering the overplus, 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 herein and 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 that neither the **PARKWAY BANK AND TRUST CO.** 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 this Trust Agreement, or any amendment thereof or for injury to person or property happening in or about 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 obligated 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 predecessors 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 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 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 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 continue to have first lien on the trust property for its cost, expenses and attorneys' fees and for its reasonable compensation.

Every successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trust, duties and obligations of its, his or their predecessor.

While PARKWAY BANK AND TRUST COMPANY 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 PARKWAY BANK AND TRUST COMPANY may (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 the party or parties designated on the reverse side hereof as having the power of direction, 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 there from 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 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 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 or his 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 hereinabove provided, and after the payment to it on 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 of control thereof. No beneficiary hereunder shall have any authority to contract or lease for or in the name of the Trustee or to bind the Trustee personally. The beneficiaries shall have the right to execute leases and collect rents in their own name or through their agents. No instrument of conveyance or transfer executed by the Trustee shall contain any covenant of warranty. 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 sales shall be divided among those who are entitled thereto.

PARKWAY BANK AND TRUST COMPANY shall receive for its services in accepting this trust and in taking title hereunder the sum of \$ \_\_\_\_\_: also the sum of \$ \_\_\_\_\_ per year in advance for holding title after the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ so long as any property remains in this trust or beneficiary directs Trustee to keep the Trust active. 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. On said day the beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms hereof.

A PHOTO ID OF EVERY SIGNATORY TO THIS DOCUMENT MUST BE ATTACHED HERETO

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRINT NAME \_\_\_\_\_

CITY, STATE, AND ZIP \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRINT NAME \_\_\_\_\_

CITY, STATE, AND ZIP \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRINT NAME \_\_\_\_\_

CITY, STATE, AND ZIP \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRINT NAME \_\_\_\_\_

CITY, STATE, AND ZIP \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

PHONE \_\_\_\_\_

IN TESTIMONY WHEREOF, PARKWAY BANK AND TRUST COMPANY has caused these presents to be signed by its Vice President- Trust Officer, and attested by its Assistant Trust Officer-Assistant Vice President, as and for the act and deed of said corporation, the day and date above.

PARKWAY BANK AND TRUST COMPANY  
AS TRUSTEE AS AFORESAID

BY \_\_\_\_\_ ATTEST: \_\_\_\_\_  
Vice President - Trust Officer Assistant Trust Officer - Assistant Vice President

IMPROVEMENTS: RESIDENTIAL ☐ COMMERCIAL ☐ VACANT ☐ OTHER ☐ \_\_\_\_\_

May the name of any beneficiary be disclosed to the public? Yes ☐ No ☐

Forward all inquiries, correspondence, and billing to: \_\_\_\_\_  
\_\_\_\_\_

Is liquor sold on premises? Yes ☐ No ☐

If liquor is sold on premises Trustee must be given a copy of DRAM SHOP Insurance.



4800 N. Harlem Ave., Harwood Heights, IL 60706  
PHONE: 708-867-6600 MEMBER FDIC  
FAX: 708-867-5658

THIS DOCUMENT HAS BEEN MADE AVAILABLE DIRECTLY AND THROUGH THE INTERNET FOR THE PURPOSE OF THE USER COMPLETING IT WITHOUT ANY ADDITIONS OR CHANGES TO THE PREPRINTED LANGUAGE THEY SHALL NOT BE BINDING UPON PARKWAY BANK IN ANY CAPACITY UNLESS PARKWAY BANK AS TRUSTEE INITIALS SAID CHANGES ON THE ORIGINAL DOCUMENT RETAINED WITHIN THE ORIGINAL TRUST FILE HELD AT PARKWAY BANK