



ATG TRUST  
C O M P A N Y

**TRUST AGREEMENT**

This Trust Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and known as Trust Number \_\_\_\_\_, is to certify that ATG TRUST COMPANY, an ILLINOIS corporation, as trustee hereunder, is about to take title to the following described real estate in \_\_\_\_\_ County, Illinois, to wit:

otherwise known as \_\_\_\_\_,  
Property Address \_\_\_\_\_, City, State, Zip \_\_\_\_\_

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:

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 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 trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the trustee until the original or a duplicate of the assignment is lodged with the trustee, 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.

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.

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 rate of 7% per annum, all such disbursements or advances or payments made by said trustee, together with its expenses, including reasonable attorneys' fees, and that 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. 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.

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; nor shall any one who may deal with said trustee be required or privileged to inquire into the necessity or expediency of any act of said trustee, or of provisions of this instrument.

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 said trustee.

The trustee may at any time resign by sending by certified mail, return receipt, a notice of its intention so to do 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 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, 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 a first lien on the trust property for its costs, 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, trusts, duties and obligations of its, his, her, or their predecessor.

It is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto, that said ATG Trust Company will deal with said real estate only when authorized to do so in writing, and that (notwithstanding any change in the beneficiary or beneficiaries hereunder) it will, unless otherwise directed in writing by any of the beneficiaries, on the written direction of:

or will on the written direction of such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries, or on the written direction of such person or persons as may be 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 land 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.

The beneficiary or beneficiaries hereunder, in his, her, or their own right shall have the management of said property and control of the selling, renting, and handling thereof, and each beneficiary of his or her agent shall collect and handle his or her share of the rents, earnings, avails, and proceeds thereof, and said trustee shall have no duty in respect to such management or control, or the collection, handling, or application of such rents, earnings, avails, or proceeds, 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. If any property remains in the trust twenty 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.

ATG TRUST COMPANY shall receive for its services in accepting this trust and taking title hereunder the sum of \$ \_\_\_\_\_; also the sum of \$ \_\_\_\_\_ per year for holding title after the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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; and it shall receive reasonable compensation for any special services that may be rendered by it hereunder, or for taking and holding any other property that may hereafter be deeded to it hereunder, subject to adjustment for any increase in value, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay.

IN TESTIMONY WHEREOF, the ATG Trust Company has caused these presents to be signed by its Trust Officer as the act and deed of said corporation, the day and date above written.

**ATG TRUST COMPANY**

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.

_____ Signature	_____ Name (Print)	_____ Address
_____ Signature	_____ Name (Print)	_____ Address
_____ Signature	_____ Name (Print)	_____ Address
_____ Signature	_____ Name (Print)	_____ Address
_____ Signature	_____ Name (Print)	_____ Address

Signature and address of the person(s) having Power of Direction, if other than a beneficiary:

_____ Signature	_____ Name (Print)	_____ Address
_____ Signature	_____ Name (Print)	_____ Address

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

To whom shall written inquiries be referred? \_\_\_\_\_

May oral inquiries be referred directly? \_\_\_\_\_ To whom? \_\_\_\_\_

To whom shall bills be mailed? \_\_\_\_\_

**TRUST AGREEMENT**

**AND**

**DECLARATION OF TRUST**

**TRUSTEE**

*Dated:* \_\_\_\_\_

*Trust No.* \_\_\_\_\_