



TRUST AGREEMENT dated _____ and known as Trust No. _____

IT IS AGREED:

FIRST MIDWEST BANK, of Joliet, Illinois, as Trustee hereunder is about to take legal and equitable title to the following described real estate in _____ County, Illinois:

Permanent Tax # _____ Improved with: _____

Otherwise known as _____

Upon conveyance of real estate to the trust, the trustee will hold it for the uses and purposes and on the trusts herein stated, subject to the following: The beneficiary agrees to give prompt notice to the trustee of all conveyances to the trust, and no conveyance to the trustee shall be effective until said the beneficiary gives Trustee the recorded document and said conveyance is entered into the records of the trust by the trustee.

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:

The power of direction referred to in paragraph 4 hereof shall be in

The trustee shall receive for its services in accepting this trust and taking title hereunder the sum of \$ _____ And in addition each year in advance for holding title after one year from the date hereof an annual fee as determined by the trustee's then current rate schedule and also its regular scheduled fees for executing deeds, mortgages or other instruments. It shall receive reasonable compensation for any special services which may be rendered by it and for taking and holding any other property which may hereafter be conveyed to it hereunder, which fees, charges and other compensation the beneficiaries jointly and severally agree to pay. If the value of the property is increased for any reason after the trustee has accepted title thereto, the trustee shall be entitled to a reasonable additional annual fee, in accordance with its scheduled fees for holding title to the property. Fees paid more than 30 days after billing may be subject to such late charges, as the trustee shall from time to time publish in its schedule of fees.

The name of any beneficiary will not be disclosed to the public unless otherwise directed in writing.

Written inquiries, legal notices and other similar matters should be forwarded to: _____

The following name(s) should be furnished to a person making an oral inquiry: _____

Bills shall be mailed to: _____

THIS AGREEMENT IS SUBJECT TO ADDITIONAL PROVISIONS (INCLUDING THE BENEFICIARIES DECLARATION OF TRUST) SET FORTH ON THE FOLLOWING PAGES HEREOF AND WHICH ARE HEREBY INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

1. BENEFICIARY(IES) INTEREST. The interest of every beneficiary and of any person who may become entitled to any interest under this trust shall consist only of (1) the power to direct the trustee to deal with title to the property; (2) the power to manage, possess, use and control the property; and (3) the right to receive the earnings, avails and proceeds from leases and other uses from mortgages, sales and other dispositions of property. Such rights and powers shall be personal property and may be assigned as such. On the death of any beneficiary his interest, except as otherwise specifically provided, shall pass to his executor or administrator and not to his heirs at law. No beneficiary at any time shall have any right, title or

interest in or to any portion of the legal or equitable title to the property. The death of any beneficiary shall not terminate the trust or affect the rights or powers of the trustee or of the beneficiaries except as provided by law.

2. AMENDMENTS AND REVOCATION OF THIS AGREEMENT. By amendment in writing delivered to and accepted by the trust, any beneficiary having a vested interest hereunder shall at any time or times have the right to revoke, alter or amend the provisions of this trust agreement relative to the person or persons who may be entitled from time to time, to the ownership and enjoyment of said beneficiary(s) interest hereunder. No amendment shall be binding on the trustee until the original or executed copy is delivered to the trustee and accepted in writing.

3. ASSIGNMENTS OF A BENEFICIAL INTEREST. No assignment of any beneficial interest shall be binding on the trustee until the original or executed duplicate of the assignment is delivered to the trustee and accepted by it in writing. Every assignment of any beneficial interest, the original or duplicate of which shall not have been so delivered to and accepted by the trustee, shall be ineffective as to all subsequent assignees or purchasers without notice. Junior collateral assignments will not be accepted by trustee without written consent of all senior collateral assignees.

4. WRITTEN DIRECTIONS TO TRUSTEE. On the written direction of the party or parties designated hereinabove, as having the power of direction the trustee will make deeds for, or deeds conveying directly to a trust grantee or mortgages or trust deeds (which may include a waiver of the right of redemption from sale under an order or decree of foreclosure) or execute leases or otherwise deal with the title to the trust property including cash or other assets subject to the trust. The beneficiaries by written instrument delivered to the trustee may revoke the foregoing power of direction and designate the person thereafter to exercise the power. Such instrument shall be signed by all the then beneficiaries. The trustee shall not be required to inquire into the propriety of any direction. The trustee may, in its sole discretion, accept written directions by facsimile transmission (fax). The beneficiaries hereunder expressly waive any claim or demand against the trustee for any loss arising out of the trustee's failure or refusal to honor a faxed direction. It is agreed by the parties and by any person who may hereafter acquire any interest in this trust that the trustee will deal with the trust property including cash or other assets of any kind, which may have become subject to the trust only when authorized to do so in writing.

5. NO TRUSTEE DUTY TO FILE RETURNS. The trustee shall have no obligation to file any income, profit or other tax reports or returns or pay such or any other taxes. The beneficiaries will make all such returns and reports, and pay general real estate and all other taxes or charges payable with respect to the property and to the earnings, avails and proceeds of the property or based on their interests under this agreement.

6. TRUSTEE RESIGNATION. The trustee may at any time resign by sending by registered or certified mail a notice of such intention to each of the then beneficiaries at his latest address appearing in the records of the trustee. Such resignation shall become effective twenty days after such mailing. On such resignation a successor may be appointed in writing by the persons then entitled to direct the trustee in the disposition of the property, and the trustee shall thereupon convey or transfer the property to such successor. If no successor is named as above provided within twenty days after the mailing of such notices by the trustee, the trustee may convey or transfer the property to the beneficiaries in accordance with their interests hereunder, and the conveyance may be recorded or registered, as the case may be, by the trustee and such recording or registration shall constitute delivery of the conveyance or transfer to the beneficiaries. The trustee, at its option may file a complaint for appropriate relief in any court of competent jurisdiction.

7. NO RECORDING OF AGREEMENT. This agreement shall not be recorded in the county in which the property is situated, or elsewhere, but any recording shall not be notice of the rights of any person derogatory to the title or powers of the trustee. In this agreement the plural includes the singular, and vice versa, and the masculine gender includes the feminine.

8. SUCCESSOR TRUSTEES. Every successor trustee shall become fully vested with all the title, estate, rights, powers, trusts, and shall be subject to the duties and obligations, of its predecessor. If the trustee is acquired, merged or consolidated with or otherwise becomes part of another business entity, the acquiring business entity shall automatically become successor trustee hereunder.

9. CHANGE OF USE. All of the beneficiaries agree to promptly notify the trustee of any change in the present use of the Trust Property at any time.

10. TRUSTEE INDEMNIFICATION. If the trustee shall make any advances or incur any expenses on account of this trust or the property or shall incur any expenses by reason of being made a party to any litigation in connection with this trust or the property or if the trustee shall be compelled to pay money on account of this trust or the property, whether for breach of contract injury to person or property, fines or penalties under any law, or otherwise, the beneficiaries jointly and severally on demand shall pay to the trustee, with interest at the highest rate per annum permitted by law the amount of all such expenses, advances or payments made by the trustee, plus all its expenses, including attorneys' fees. The trustee shall not be obligated to

convey, transfer or otherwise deal with the property or any part of it until all of the payments, advances and expenses made or incurred by it shall have been paid, with interest.

11. NO DUTY TO DEFEND. The trustee shall not be obligated to pay any money for this trust or the property or to prosecute or defend any legal proceeding involving this trust or the property unless it shall elect to do so and be furnished with sufficient funds or be indemnified to its satisfaction. If the trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or the property, the sole duty of the trustee shall be to forward the process or notice to the person named herein as the person to whom inquires or notices shall be sent, or, in the absence of such designation, to the beneficiaries. The latest address appearing in the records of the trustee shall be used for all mailings.

12. NO DUTY OF PURCHASERS AS TO APPLICATION OF PURCHASE MONEY. It shall not be the duty of the purchaser of the property or of any part of it to see to the application of the purchase money, nor shall anyone who may deal with the trustee be required or privileged to inquire into the necessity or expediency of any act of the trustee, or into the provisions of this agreement.

13. WAIVER OF JURY. The beneficiaries hereunder expressly waive any and every right to trial by jury in any action or proceeding on or related to a Trust Agreement.

14. NO TRUSTEE WARRANTY. The trustee shall not be required to execute any instrument containing covenants of warranty.

15. BENEFICIARY MANAGEMENT AND CONTROL OF THE PROPERTY. The beneficiaries shall have the sole possession, management and control of the selling, renting, repairing, maintaining and handling of the property and the trustee shall have no right or duty in respect to any such matters. The beneficiaries shall have the right to execute leases and collect rents in their own name or through their agents. The trustee shall have no right or duty in respect to the payment of taxes or assessments or insurance, litigation or other matters relating to the property, except on written direction accepted by it as above provided and after the payment to it of all money necessary in its opinion to carry out the directions without liability to it. The beneficiaries are not the agents of the trustee for any purpose and do not have any authority to contract or to execute leases or do any other act for or in the name of the trustee or to obligate the trustee personally or as trustee.

16. GENERAL INDEMNIFICATION OF TRUSTEE. The trustee, personally and as trustee and its respective successors and assigns, shall not be personally liable or subjected to any claim, judgment or decree as a result of any action or failure to act hereunder, or with respect to the Trust Property, or for injury to any person or property occurring on or about the Trust Property, any and all such liabilities being hereby expressly waived and released by all of the beneficiaries of this trust. Any indebtedness, obligations and liabilities incurred or entered into by the trustee relating to the Trust Property shall be the indebtedness, obligations and liabilities of the trustee as trustee under this Trust Agreement and not personally and the trustee shall have no obligation or liability except only to the extent of the Trust Property which shall be solely applicable for the payment and discharge thereof. If any property remains in this trust twenty years from the date of this agreement or any extension thereof, it shall be sold at public sale by the trustee on reasonable notice as determined by it and the net proceeds of the sale shall be divided among those who are then entitled thereto under this agreement, unless this trust is extended by written agreement between the beneficiary or beneficiaries and the trustee.

17. ENVIRONMENTAL MATTERS. The beneficiaries agree to provide the trustee copies of all environmentally related documents, including but not limited to environmental assessments, notices of violations by governmental agencies, claims by private parties and Illinois Responsible Property Transfer Act disclosure documents, but the trustee shall be under no duty to inquire as to any environmental matters affecting any real estate held by the trustee. No deed, instrument or other document executed or accepted by trustee shall constitute any representation or warranty by trustee as to any environmental matter. All the beneficiaries of this Trust Agreement hereby accept all responsibility for any violation of any environmental laws and expressly exonerate, hold harmless and indemnify the trustee from any liability arising from any violation thereof. The beneficiaries represent and warrant that the Trust Property and all operations and activities thereon are and shall continue to be in compliance with all applicable federal, state, regional, county or local environmental laws, statutes, rules, regulations and ordinances and, without limiting the foregoing, the Trust Property is not and shall not become: (i) contaminated by, or the site of the disposal or release of, any hazardous substances, gas or liquid; (ii) the source of any contamination, by any hazardous substances, of any adjacent property or of any ground water or surface water; or (iii) the source of any air emissions in excess of any legal limit now or hereafter in effect; and, except as expressly disclosed by the beneficiaries to the trustee, in writing, no asbestos or polychlorinated biphenyls are present or contained on Trust Property.

IN TESTIMONY WHEREOF, the FIRST MIDWEST BANK, has caused these presents to be signed by its Trust Officer and attested by its Trust Officer and has caused its corporate seal to be hereto attached as and for the act and deed of said corporation, the day and month above written.

FIRST MIDWEST BANK

By: _____
Authorized Signer

Attest: _____
Authorized Signer

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.

MUST BE COMPLETED

_____(Seal) Address _____ Phone _____

SS No. _____ City _____ State _____ Zip _____

_____(Seal) Address _____ Phone _____

SS No. _____ City _____ State _____ Zip _____

_____(Seal) Address _____ Phone _____

SS No. _____ City _____ State _____ Zip _____

_____(Seal) Address _____ Phone _____

SS No. _____ City _____ State _____ Zip _____

_____(Seal) Address _____ Phone _____

SS No. _____ City _____ State _____ Zip _____

Signature and address of the person having a power of direction if other than a beneficiary.

_____(Seal) Address _____ Phone _____

SS No. _____ City _____ State _____ Zip _____

***TRUST AGREEMENT* and
DECLARATION OF TRUST**



**First Midwest Bank
TRUSTEE**