**This Trust Agreement**,dated this **[insert date]** day of **[Insert month]**, **20[YY]**, and known as **[Insert Trust Name]**, is to certify that **[Insert Trustee Name]**, an Illinois entity, as Trustee hereunder, is about to receive an interest in the following described real estate in [**Insert County Name]** County, Illinois to-wit:

**[Insert legal description of property]**

**Commonly known as:**  **[Insert address, city, state, zip code]**

**Permanent Tax Number: [Insert PIN 00-00-000-000-0000]**

and that when it has taken said interest therein, or to any other real estate transferred 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:

**Insert name of person(s) entitled to Beneficial Interest, [If more than one person, Insert “Joint Tenants”, “joint tenants with a right of survivorship” or “tenants by the entirety” if married]**

**UPON THE DEATH OF Insert name of person(s) entitled to Beneficial Interest AND IF THE BENEFICIAL INTEREST IN THIS TRUST HAS NOT BEEN ASSIGNED, OR TRUST AMENDED, OR THE PROPERTY CONTAINED HEREIN HAS NOT BEEN DEEDED OUT OF TRUST, THEN THE ENTIRE BENEFICIAL INTEREST IN THIS TRUST SHALL PASS TO AND BE VESTED IN** **Insert name of secondary person(s) entitled to Beneficial Interest upon death of person(s) named above.**

**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:

(A) 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 the Trustee hereunder. No assignments of any beneficial interest hereunder shall be binding on the trustee unless and until all applicable transfer tax ordinances have been complied with and until the original or an executed duplicate of the assignment in form satisfactory to the trustee is lodged with the trustee, and every assignment of any beneficial interest hereunder, the original or executed duplicate of which shall not have been lodged with the trustee, shall be void as to all subsequent assignees or purchasers without notice.

(B) 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.

(C) In case said Trustee shall make any advances of money on account of this Trust or shall be made a party of any litigation on account of holding title or an interest 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, judgment or decrees 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 highest rate permitted by law per annum, all such disbursements or advances or payments made by said Trustee, together with its expenses, including reasonable attorney’s 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 proceedings involving this Trust or any property or interest thereunder unless it shall be furnished with funds sufficient therefore or be satisfactorily indemnified in respect thereto. If the Trustee is served with process or notice of legal proceedings or any other matter concerning the Trust, the sole duty of the Trustee shall be to forward the process or notice to the person named herein as the person to whom inquiries 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.

(D) 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 therefore, nor shall any one who may deal with the Trustee be required or privileged to inquire into the necessity or expediency of any act of said Trustee, or of the provisions of this instrument.

(E) 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. The recording of the same, however, shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said trustee. Upon service of process upon the trustee at any time hereafter, the trustee may, at its discretion, disclose to other parties to any such proceeding, the names and addresses or the beneficiary or beneficiaries hereof.

(F) It is understood and agreed by the parties hereto and by any person who may hereafter become a beneficiary hereunder, that **[Insert Trustee Name]** will deal with said real estate or interest herein, or any cash, assets or other property of any kind which may come into the possession or control of the Trustee only when authorized to do so in writing, and that it will make deeds for or mortgages or Trust deeds or deeds directly to a Trust Grantee (including the waiver of the right of redemption from the sale under an order or decree of foreclosure), or otherwise deal with said real estate or interest therein or any cash, assets or other property only when authorized to do so **in writing** and (not withstanding any change in the beneficiary or beneficiaries hereunder)

**POWER OF DIRECTION: Insert name of person(s) entitled to Beneficial Interest**

Upondeath of the survivor, the power of direction shall vest in **Insert name of secondary person(s) entitled to Beneficial Interest upon death of person(s) named above** or such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries, acting in concert, or on the written direction of such person or persons who may be beneficiary or beneficiaries at the time, 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 titles so long as any money is due to it hereunder. The Trustee shall not be required to inquire into the propriety of any such direction.

The Trustee shall not be obliged to inquire into the propriety of any such written direction, the Trustee shall not be required to deal with the title so long as any money is due to it hereunder, or 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.

(G) 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 the keeping, performing and enforcing of all leases and agreements and covenants running with the land, and each beneficiary or his or her agent shall collect and handle his or her share of rents, earnings, avails and proceeds thereof, and the Trustee shall have no duty in respect to the keeping, performing or enforcing of any leases, agreements, or covenants running with the land, 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 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 under this Trust Agreement. The Trustee shall not be required to execute any instrument containing covenants of warranty. Trustee is not a guarantor of signatures and has no duty to ascertain the genuineness of any signature other than through the exercise of reasonable care based upon land trust industry standards.

(H) The Trustee may at any time resign by sending by certified mail a notice of its intention so to do each of the beneficiaries hereunder 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 to direct the Trustee in the disposition of the Trust property, and the Trustee shall thereupon convey the Trust property provided within ten days after the mailing of such notice by the Trustee, then the Trustee may convey the Trust property to such successor or successors in Trust. In the event that no successor in Trust is named as above 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 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 a first lien on the trust property for its costs, expenses and attorney’s fees and for its reasonable compensation.

(I) 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.

(J) **[Insert Trustee Name]** shall receive for its services in accepting this Trust and in taking interest hereunder the sum of $ **[Insert Dollar Amount]**, and, in advance**, an annual fee subject to adjustment in accordance with Trustee’s 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 executing documents, and it shall receive reasonable compensation for any special services which may be rendered by it hereunder, or for taking and holding any other property which may hereafter be deeded to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay. 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 a reasonable additional fee for holding title thereto in accordance with its schedule of fees for holding title to the property for each year after the year in which such improvement is made.

**IN TESTIMONY WHEREOF, [INSERT TRUSTEE NAME]** has caused these presents to be signed by its **[Insert title of Trustee]**, and has caused its corporate seal to be hereto attached as and for the act and deed of said Company, the day and the date above written.

**[INSERT TRUSTEE NAME]:**

**[Insert title of Trustee]**

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.

**Insert name of person(s) entitled to Beneficial Interest**

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**Insert name of person(s) entitled to Beneficial Interest – if applicable otherwise delete**

Inquiries, bills, legal notices and process shall be mailed to:

Name: **Insert name**

Address: **Insert Address, City, State, Zip code**

Phone No: **Insert Phone number**

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

(SEAL) Address (S.S.#)