



STATE BANK OF HERSCHER

This Trust Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and known as Trust Number \_\_\_\_\_ is to certify that STATE BANK OF HERSCHER, a corporation duly organized and existing as an Illinois banking corporation under the 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 a Grantee in a deed of conveyance of the following described real estate in \_\_\_\_\_ County, Illinois (Attach Legal Description on Separate Rider),

Otherwise known as \_\_\_\_\_ 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 upon the trusts herein set forth.

The following named person(s) 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 this agreement hereof shall be in:

State Bank of Herscher shall receive for its service in accepting this Trust and in taking title hereunder a sum in conformance with its fee schedules for holding title after the date of this Trust Agreement; subject to adjustment in accordance with its schedule of fees from time to time in effect, so long as the trustee shall act under this Trust Agreement; also its regular schedule of fees for making deeds, mortgages, and 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, or for taking and holding 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 and it is hereby understood and agreed that all such fees and compensation shall constitute a first lien on the real estate and property held hereunder.

This agreement is subject to additional provisions set forth on the reverse side hereof and both sides of the page attached hereto, which terms are hereby incorporated herein and made a part hereof by reference.

In Testimony hereof, State Bank of Herscher has caused these presents to be signed and attested by its authorized signatories, and caused its corporate seal to be hereto attached as and for the act and deed of said association, the day and date above written.

STATE BANK OF HERSCHER, as Trustee aforesaid

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

\_\_\_\_\_  
Name: SS Number/EIN:

Address:  
Telephone:

\_\_\_\_\_  
Name: SS Number/EIN:

Address:  
Telephone:

\_\_\_\_\_  
Name: SS Number/EIN:

Address:  
Telephone:

\_\_\_\_\_  
Name: SS Number/EIN:

Address:  
Telephone:

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 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 assignment of an interest hereunder shall be binding on the Trustee until the original or a duplicate of the assignment is lodged with the Trustee, and its acceptance indicated thereon.

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.

In case said Trustee shall be required in its discretion to 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, judgments or decrees, or otherwise, the beneficiaries hereunder do hereby jointly and severally agree as follows: (1) that they will, on demand, pay to the said Trustee, with interest thereon at the highest rate per annum permitted by law, all such disbursements or advances or payments made by said Trustee, together with its expenses, including reasonable attorneys' fees; and (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. 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.

In the event the Trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or the trust property, the sole duty of the Trustee in connection therewith shall be to forward the process or notice by first class mail to the person designated as the person to whom inquiries or notices shall be sent or, in the absence of such designation, to any person having a beneficial interest herein. 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 so to do by registered or certified mail to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten (10) 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

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 (10) 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 may, at its option, cause any such Deed of conveyance to be recorded or registered. 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.

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, including the expense of such sale and attorneys' fees, rendering the overplus, if any, to the then beneficiaries.

It is further understood and agreed that neither State Bank of Herscher, 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, 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 obliged 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 predecessor 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.

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.

While State Bank of Herscher 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 State Bank of Herscher will (subject to its rights as Trustee as aforesaid) convey title to said real estate, execute and deliver deeds including deeds conveying directly to a trust grantee or otherwise deal with said trust estate only when authorized to do so in writing and that, (notwithstanding any change in the beneficiary of beneficiaries hereunder), it will, on the written direction of the party or parties designated as having the power of direction, 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 the sale under an order or decree of foreclosure) or otherwise deal with the title to the trust property including cash or assets subject to the Trust. The Trustee hereby reserves the right to add to any such instrument a provision as they deem necessary or desirable to exclude liability on the Trustee's part. The beneficiaries by written instrument delivered to the Trustee may revoke the foregoing power of direction and designate a person hereafter to exercise the power. The instrument shall be signed by all the then beneficiaries. 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 honor any direction, or any assignment of beneficial interest (including without limitation assignment of beneficial interest for collateral purposes), or to deal with the title, so long as any money is due to it hereunder. The beneficiaries, their agents, their successors, and assigns hereunder, agree to indemnify, defend and save the Trustee and its officers and directors harmless from any and all claims, losses, costs, or damages, and actions which said Trustee may sustain or be alleged to sustain by reason of any compliance, or non-compliance, with any said written instrument or direction. Otherwise, the Trustee shall not be required to inquire into the propriety of any such direction. The Trustee shall not be required to execute any instrument containing covenants of warranty. 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.

If the party with the power of direction is not a trust beneficiary, that party as between the Trustee and the beneficiaries, shall be the duly authorized agent of the beneficiaries at any time the party with the power of direction lodges a direction with the Trustee; and the

beneficiaries agree to be bound by any agreements made between the Trustee and the party with the power of direction, especially as same relates to the legal relationship between the beneficiaries and the Trustee.

The beneficiaries, their agents, their successors and assigns hereunder agree to indemnify, defend, and save the Trustee harmless from and against any and all claims, losses, damages and actions arising by allegation that the property in this Trust in any way violates Federal or State environmental, hazardous waste or substances laws, as from time to time enacted and amended. When directed to execute any instrument or document, State Bank of Herscher reserves the right to exculpate themselves from any said liability under the Federal or State environmental or hazardous waste or substance laws. Should the beneficiaries fail, neglect, or refuse to undertake the defense of any claim or action, the beneficiaries agree to pay the Trustee all reasonable costs and attorneys fees and expenses incurred by said Trustee in defending State Bank of Herscher against any claims or actions and in any event, the beneficiaries agree to forthwith satisfy any judgment recovered against the Trustee for claims subject to indemnification hereunder.

The beneficiary or beneficiaries hereunder shall in 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 or her 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 herein above provided, and after the payment to it or 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 or control thereof. No beneficiary hereunder shall have any authority to contract for or in the name of the Trustee or to bind the Trustee personally.

Should any provision or section of this Agreement be declared invalid by any Court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part hereof other than the part so declared to be invalid.

In further consideration of your application to open a land trust with State Bank of Herscher, and as partial consideration for State Bank of Herscher opening a land trust, you hereby certify to State Bank of Herscher and agree as follows:

1. You have no knowledge after due investigation of (a) the presence of any "Hazardous Substance" (as defined below) on that certain tract of real property described in the Land Trust Application (the "Property"), (b) any spills, releases, threatened releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any "Other Property" (as defined below), or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters.

2. In connection with any construction on or operation and use of the Property, you represent and warrant for yourself, your contractors, subcontractors and any other of your agents, that, as of the date of this Certificate, you have no knowledge after due investigation of any failure to comply with all applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.

3. You represent and warrant to State Bank of Herscher that you have duly investigated the present and past uses of the Property and have made due inquiry of the appropriate governmental agencies and offices having jurisdiction over the Property and the laws regulating the environment to determine whether the Property or any property in the immediate vicinity of the Property is or has been the site of storage of or contamination by any Hazardous Substance. Upon State Bank of Herscher's request, you will provide State Bank of Herscher with a summary or copies of your investigations and copies of all inquiries and responses thereto.

4. You represent and warrant to State Bank of Herscher that you have given no release or waiver of liability that would waive or impair any claim based on Hazardous Substances to a previous owner of the Property or to any party who may be potentially responsible for the presence of Hazardous Substances on the Property. You have made no promises of indemnification regarding Hazardous Substances to any party other than State Bank of Herscher.

5. You agree to immediately notify State Bank of Herscher if you become aware of (a) any Hazardous Substances or other environmental problem or liability with respect to the Property or any Other Property, or (b) any lien, action or notice resulting from the violation of any laws, regulations, ordinances or orders described in paragraph 2 above. At your own cost, you will (k) obtain and furnish to State Bank of Herscher, at State Bank of Herscher's request, an environmental audit or survey from an expert satisfactory to State Bank of Herscher with respect to the Property and (ii) proceed in a timely manner to take all actions which are necessary or desirable to clean up any Hazardous Substances affecting the Property and to comply with the recommendations of any environmental audit or survey, including removal, containment or any other remedial action required by applicable governmental authorities and restore the Property to its former state of improvement.

6. You shall indemnify and hold State Bank of Herscher harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including attorney's fees and disbursements), which accrue to or are incurred by State Bank of Herscher either prior to or on or after any transfer of the Property, or pursuant to foreclosure proceedings or in lieu thereof and which arise directly or indirectly from or out of, or in any way in connection with (a) the inaccuracy of the certifications contained herein, (b) any activities on the Property during your ownership, possession or control of the Property or any Other Property becoming contaminated with Hazardous Substances, (c) the discovery of Hazardous Substances on the Property or any Other Property and (d) the cleanup or removal after such a transfer of Hazardous Substances from the Property or any Other Property. You acknowledge that you will be solely responsible for all costs and expenses relating to the cleanup or removal of Hazardous Substances from the Property or any Other Property.

7. Your obligations under this Certificate are unconditional and shall not be limited by any nonrecourse or other limitations of liability provided for in any document relating to the Land Trust. The representations, warranties, and agreements of you set forth in this Certificate (including without limitation the indemnity provided for in paragraph 6 above) (a) are separate and distinct obligations from and in addition to your obligations under the Land Trust and (b) shall continue in effect after any transfer of the Property, including without limitation transfers pursuant to foreclosure proceedings (whether judicial or non-judicial), or by any transfer in lieu of foreclosure.

8. As used in this Certificate, "Hazardous Substances" shall mean: asbestos, polychlorinated biphenyls and petroleum products and any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar item, by any federal, state or local environmental statute, regulation, or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time. As used in this Certificate, "Other Property" means: any property which becomes contaminated with Hazardous Substances as a result of construction, operation or to the activities on, or the contamination of, the Property.

9. This Certificate shall be binding upon and inure to the benefit of State Bank of Herscher and you and their respective heirs, representatives, successors and assigns. This Certificate shall be governed under the laws of the State of Illinois, and in any suit, action or appeal therefrom to enforce or interpret this Certificate, the prevailing party shall be entitled to recover its costs incurred therein including attorneys' fees and costs, including disbursements at trial and on appeal.

This land trust agreement is valid for a period of 20 (twenty) years from date of execution. If prior to end of said 20 (twenty) years this agreement has not been amended to extend its duration for and additional 20 years, the trustee shall convey all remaining property by deed to the trust beneficiary(ies) subject to all outstanding fees owed and costs advanced by the trustee.

Signatures and address of the persons having a power of direction, if other than a beneficiary.

\_\_\_\_\_  
Name: SS Number/EIN:

Address:  
Telephone:

\_\_\_\_\_  
Name: SS Number/EIN:

Address:  
Telephone:

\_\_\_\_\_  
Name: SS Number/EIN:

Address:  
Telephone:

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

May oral inquiries be referred directly? No Yes  
If so, to \_\_\_\_\_ at telephone number \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This instrument prepared by:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_