

This Trust Agreement, dated this _____ day of _____, 20 _____,

and known as Trust Number _____, is to certify that First Nations Bank, an Illinois Banking Association under the laws of the State of Illinois, (hereinafter referred to as Trustee), having Trust powers, as Trustee hereunder, is about to receive an interest in the following described real estate in _____ County, Illinois, to-wit:

Permanent Index No. _____
Address of Trust Premises _____
Improvements _____

and that when it has taken the interest thereto, or any other real estate interest 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:

BENEFICIARY'S INTEREST

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 dispositions 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. Notwithstanding any provision of law to the contrary, an assignment of any beneficial interest and the power of direction hereunder, or either of the foregoing, shall be null, void, ineffective and of no force and effect unless and until the original or duplicate of such assignment is expressly acknowledged and receipted in writing by Trustee as being in satisfactory form and substance. Every assignment of beneficial interest not so acknowledged and receipted by the Trustee shall be null, void, ineffective and of no force and effect as to any such assignee or subsequent purchaser, without the necessity of any notification from Trustee.

POWER OF DIRECTION

It is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto, that said Trustee will deal with said real estate and with any cash or other property assets of any kind which may come into possession or control of the Trustee only when authorized to do so in writing and that it will act (notwithstanding any change in the beneficiary or beneficiaries hereunder, unless otherwise directed in writing by the beneficiaries) on the written direction of:

or on the written direction of such other person or persons as may be beneficiary or beneficiaries at the time, make deeds for, including deeds conveying title directly to a trust grantee, or otherwise deal with the title to said real estate, provided that, if any person now or hereafter expressly names as the person (or as one of the persons) having such power of written direction shall be a beneficiary hereunder and shall have assigned his or her beneficial interest herein, then no written direction of any such person given subsequent to the filing of such assignment with the Trustee shall be recognized without the consent thereto of his or her assignee; 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. 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 or such mortgage or trust deed. The beneficiaries hereunder by written instrument delivered to the Trustee may revoke the foregoing power of direction and designate the persons thereafter to exercise the power. Such instrument shall be signed by all the beneficiaries. The trustee shall not be deemed a guarantor of any signature of any beneficiary and the trust shall have no duty to ascertain the genuineness of any signature other than through the exercise of reasonable care based upon land trust industry standards.

BENEFICIARY'S RESPONSIBILITIES

The beneficiary or beneficiaries hereunder shall in his, her or their own right, shall have the full management of said property and control of the selling, renting and handling thereof, and any beneficiary or his or her agent shall collect and handle the rents, earnings, avails and proceeds thereof, and said Trustee shall have no duty in respect to the management or control of said property 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.

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.

RELIANCE BY TRUSTEE

The Trustee shall be entitled to rely upon any writing, telegram, telefax or telex or teletype message, resolution, notice, consent, waiver, certificate, letter, cablegram, statement, order, request or other document or conversation by telephone or otherwise reasonable believed by it to be genuine and correct and to have been signed, sent or made by the proper person or persons. The Trustee shall be fully justified in failing or refusing to take any action hereunder with respect to any conflicting demands or claims which the Trustee may become aware of regarding the rights of any of the parties hereto or of any money, property, or instruments deposited herein or affected hereby unless it shall first be indemnified to its satisfaction by the beneficiaries against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

LITIGATION

In case the Trustee makes any advance 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 the Trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, violation of environment laws, toxic or hazardous waste claims, 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 Trustee, with interest thereon at the lesser of the annual rate of two percent (2%) above the prime rate announced by First Nations Bank, or its successors (including merger) or assignee, on ninety day commercial loans to its largest customers or the highest nonusurious rate allowed by law, all such disbursements or advances or payments made by the Trustee, together with its expenses, including reasonable attorney's fees, and that the 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 the Trustee shall have been fully paid, together with interest hereon 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 therefore to be satisfactorily indemnified in respect thereto.

In case of non-payment of any of said disbursements, advances, or other payments, or upon non-payment of any fees, charges and compensation of the Trustee referred to herein, the Trustee shall have a first lien therefore on the property held in Trust and on 100% of the beneficial interest herein and if said amount is not paid within 60 days after demand, the Trustee is hereby authorized and directed, without further notice or advertisement, to sell from time to time a public or private sale and to transfer and convey a sufficient part either of said property, or of the beneficial interest herein, whichever the Trustee in its sole discretion shall elect, to pay such disbursement, advances and payments and such fees, charges and compensation, and after deducting all expenses in connection with such sale, including reasonable compensation for itself and its attorneys, to pay the balance thereof to the beneficiary or beneficiaries hereunder in proportion to their respective interests hereunder.

In the event the Trustee is served with process or notice of legal proceedings or any matter concerning this Trust Agreement or property held pursuant to this Trust Agreement, 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 on the records of the Trustee shall be used for such mailing. The beneficiaries hereunder hereby agree to keep all such addresses listed herein correct. Upon service of process upon the trustee at any time hereafter, the trustee may, in its discretion, disclose to the other parties to any such proceeding, the names and addresses of the beneficiary or beneficiaries hereof.

INDEMNIFICATION OF TRUSTEE

Each beneficiary agrees to reimburse, indemnify and hold First Nations Bank individually or as Trustee harmless in its capacity as such from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including those which may be incurred on account of any laws and regulations relating to environmental protection, which may be imposed on, incurred by or asserted against First Nations Bank individually or as Trustee, in any way relating to or arising out of this Trust Agreement.

RESIGNATION

The Trustee may at any time resign by sending by registered or certified mail a notice of its intention to do so to each beneficiary hereunder at his or her address last known to the Trustee. Such resignation shall become effective 20 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 Trust shall thereupon convey the trust property to such successor or successors in trust. In the event that no successor in trust is appointed as above provided within 20 days after the mailing of such notices by the Trustee, or if within said 20-day period the Trustee is not otherwise directed in the disposition of said trust property, the Trustee may thereafter convey the trust property to the then beneficiaries in accordance with their respective interest hereunder, or the Trustee may, at its option, file a bill for appropriate relief in any court or competent jurisdiction. If the Trustee shall elect to convey the trust property to the beneficiaries, the Trustee may deliver its deed of conveyance to the beneficiaries, or any one of them, by registered or certified mail sent to the address of such beneficiary or beneficiaries last known to the Trustee and, if said deed shall not be recorded by said beneficiaries within a reasonable time after delivery thereof as aforesaid, the Trustee may, at its option, deliver an executed counterpart of said deed to the Recorder of Deeds or the Registrar of Titles of the county in which said real estate is located and cause said deed to be recorded or filed. The beneficiaries hereunder and each of them agree that the mailing of said deed to any beneficiary hereunder as aforesaid or the subsequent recording or filing of an executed counterpart thereof as aforesaid shall constitute delivery to and acceptance of the beneficiaries. The Trustee, notwithstanding such resignation and conveyance, shall continue to have a first lien on the trust property for its reasonable compensation and for its cost and expenses, including, but not limited to, attorney's fees, indemnification expenses and reimbursement expenses.

OTHER PROVISIONS

This Trust Agreement shall not be recorded in 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 the trustee.

The Trustee shall not be required to execute any instrument containing covenants of warranty, nor shall it be required to execute any document it is not required to do so by statute.

If any property remains in this trust twenty years from this date, or any extensions thereof, 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.

It shall not be the duty of the purchaser of said premises or any part thereof to see the application of the purchase money 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 provisions of this instrument.

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

FEES

The Trustee shall receive for its services in accepting this trust and in taking title hereunder the sum of \$ _____. In addition, after one year from the date hereof, the Trustee shall receive an annual fee as determined by its schedule of fees in effect from time to time, including fees for any increase in the value of the property held hereunder and any additional property conveyed to it. Trustee shall also receive fees for executing deeds, mortgages, leases or other instruments according to its current schedule of fees, and reasonable compensation for any special services which it may render. The Trustee shall be reimbursed for attorney's fees and costs in the event it retains or consults with counsel regarding this Trust Agreement or any transaction hereunder.

IN WITNESS WHEREOF First Nations Bank has caused these presents to be signed and attested by its duly authorized officers, and has caused its corporate seal to be hereto affixed as and for the act of deed of said corporation, the day and date above written.



First Nations Bank

By: _____
Trust Officer

ATTEST: _____
Assistant 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.

_____(SEAL)

Address

Date of Birth Telephone Soc.Sec.#

_____(SEAL)

Address

Date of Birth Telephone Soc.Sec.#

_____(SEAL)

Address

Date of Birth Telephone Soc.Sec.#

_____(SEAL)

Address

Date of Birth Telephone Soc.Sec.#

Signatures of persons having Power of Direction if other than a beneficiary:

_____(SEAL)

Address

Date of Birth Telephone Soc.Sec.#

_____(SEAL)

Address

Date of Birth Telephone Soc.Sec.#

To whom shall inquiries, bills, legal notices and process be referred? _____

Please provide three (3) original SIGNED copies to the Land Trust Department