

INTEGRA BANK N.A.
7661 South Harlem Avenue
Bridgeview, Illinois 60455
(708) 599-0100

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

and known as Trust Number _____ is to certify that INTEGRA BANK N.A., a national association (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 to 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 the 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 any 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 or 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 all the beneficiaries) on the written direction of:

or on the written direction of such person or persons as may be beneficiary or beneficiaries at that 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 named 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, in his or her or their own right, shall have the 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 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 of 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 environmental 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 Prairie Bank and Trust Company, or its successors (including merger) or assigns, 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 if 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.

