

Deed in trust—General form.

Grantor, of _____ [address], for and in consideration of \$ _____ and other valuable consideration, conveys and quitclaims to _____ [name], its successor or successors, as trustee under a trust agreement dated _____, the following described real estate in the County of _____, State of Illinois: _____ [legal description], referred to as the real estate, to have and to hold the real estate with its appurtenances on the trusts and for the purposes here and in the trust agreement set forth.

Full authority is granted to trustee:

- (1) To improve, manage, protect, subdivide, and re-subdivide the real estate or any part of it;
- (2) To dedicate parks, streets, highways or alleys, and to vacate any subdivision or part of it;
- (3) To contract to sell or exchange; to grant options to purchase; to sell on any terms; and to convey either with or without consideration;
- (4) To convey the real estate or any part of it to a successor or successors in trust, and to grant to these successor or successors in trust all of the title, estate, powers, and authorities vested in trustee;
- (5) To donate, to dedicate, to mortgage or otherwise encumber the real estate or any part of it;
- (6) To lease the real estate or any part of it, in possession or reversion, on any terms and for any period, or periods of time; and to renew or extend leases on any terms and for any period or periods of time, and to amend, change or modify the leases and the terms and provisions of them;
- (7) To contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner or fixing the amount of present or future rentals;
- (8) To execute grants of easements or charges of any kind;
- (9) To release, convey or assign any right, title, or interest in or about or easement appurtenant to the real estate or any part of it;
- (10) To deal with title to the real estate and every part of it in any way and for consideration that would be lawful for any person owning the title to the real estate to deal with it, whether similar to or different from the ways specified above.

In no case shall any party dealing with trustee in relation to the real estate or to whom the real estate or any part of it is conveyed, contracted to be sold, leased, or mortgaged by the trustee be obliged to see to the application of any purchase-money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement. Every deed, trust deed, mortgage, lease, or other instrument executed by trustee in relation to the real estate shall be conclusive evidence in favor of every person relying on or claiming under any conveyance, lease, or other instrument of this type: (a) that at the time of delivery, the trust created here and by the trust agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions, and limitations contained here and in the trust agreement or in the amendments, and binding on all beneficiaries, (c) that trustee was authorized to execute and deliver every deed, trust deed, lease, mortgage, or other instrument of this type, and (d) if the conveyance is made to a successor or successors in trust, that the 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, hers or their predecessor in trust.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and this interest is declared here to be personal property. No beneficiary shall have any title or interest, legal or equitable, in or to the real estate, but only an interest in the possession, earnings, avails, and proceeds from it.

If the title to any of the above lands is registered now or in the future, the Registrar of Titles is directed here not to register or note in the certificate of title or duplicate of it, or memorial, the words "interest" or "upon condition" or "with limitations," or words of similar import, in accordance with the statute in this case.

Grantor expressly waives and releases all right or benefit under and by virtue of all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

Executed at _____ [place] on _____ [date].

[Signature]

[Acknowledgment]

This instrument was prepared by _____*[name]* _____*[address]*.