

Trust & Wealth Management 22 South Fourth Street Geneva, IL 60134 Phone: 630.232.3203 SBGeneva.com

LAND TRUST APPLICATION

When accepting responsibility to act as Trustee under a Land Trust, The State Bank of Geneva will only do so with its own forms of Trust Agreement and Deed in Trust, copies of each of which are included with this Application.

Any of the designations made in this Application may/will establish, encumber, effect, alter and/or otherwise impact actual and/or beneficial ownership of the Trust property, and as such, any applicant is advised to consult with an independent attorney to discuss the legal implications and ramifications of filling out the information on this Application and executing the Trust Agreement and any documentation appurtenant thereto. The State Bank of Geneva, including its employees (including attorneys employed thereby), is not authorized to practice law for the purpose of assisting any person in regard to this Application, any Trust Agreement, Deed in Trust, or any documentation appurtenant thereto. Accordingly, The State Bank of Geneva cannot accept any responsibility for any consequences of such designations as you may furnish in these documents.

We suggest, therefore, that the Trust Agreement and Deed in Trust be completed for you in all respects by your attorney.

Ad	dress:					
Ph	one:	Email	:			
2. Beneficiary	Designation:					
Full Name	Address	Date of Birth	SSN	Telephone #	% Type ¹	Order ²
2 Power of Di	roction Decimation:					
Full Name	rection Designation: Address	Date of Birth	SSN	Telephone #	Direction ³	

¹ Joint Tenants, Tenants in Common

² Primary, Secondary

³ Joint (all must direct), Several (any may direct)

7. Pr	ovide the following information for EACH PARCEL being placed into the Trust:
a.	Complete Address: Improved: Yes No If yes, How ⁴ : Current Value: \$ How determined: Year Built: # Stories: Construction Type:
	Taxes Paid to Date: Yes No If No, explain:
b.	Parcel Identification Number (PIN): County: Complete Address: No If yes, How ⁴ : Current Value: \$ How determined:
	Year Built: # Stories: Construction Type: Taxes Paid to Date: Yes No If No, explain: Liquor or Cannabis Sales on premises? Yes No Nature ⁵ : Liquor Liability Insurance in effect? Yes No Company/Policy #:
C.	Parcel Identification Number (PIN): County: Complete Address: Improved: Yes No If yes, How ⁴ : Current Value: \$ How determined: Year Built: # Stories: Construction Type: Taxes Paid to Date: Yes No If No, explain: Liquor or Cannabis Sales on premises? Yes No Nature ⁵ : Liquor Liability Insurance in effect? Yes No Company/Policy #:
conveyed to noxious mashall defen Trustee maenvironme	ENVIRONMENTAL COVENANTS (ies) and Holder(s) of Power of Direction covenant(s) and agree(s) that they will not cause or allow any real estate to be o, or held by, the Trustee upon which any nuisance, environmental hazard, toxic material, radioactive material or other sterials are stored or otherwise exist. Beneficiary(ies) and Holder(s) of Power of Direction shall hold Trustee harmless and and indemnify it from any and all loss, claims, actions, judgments, demands, costs of suit and attorneys' fees which y incur by reason of the violation of the forgoing covenants. The Trustee shall be under no duty to inquire as to any intal matters affecting any real estate held by the Trustee. No deed, instrument or other document executed or accepted tee shall constitute any representation or warranty by Trustee as to any environmental matter.

⁴ Single family detached residence, Single family attached residence (condo, townhouse, duplex, etc.), Apartment building (indicate # of units), Mixed Use building (provide details), Commercial building (provide details), Industrial building (provide details), Other (provide details).

⁵ Restaurant, Tavern/Bar, Retail Sales, Private Club.

The State Bank of Ceneva Locally Owned Since 1903

Trust & Wealth Management

22 South Fourth Street Geneva, IL 60134

Phone: 630.232.3203 **SBGeneva.com**

Land Trusts

Acceptance Fee:

One Parcel:	\$125.00
Each Additional Parcel:	\$50.00

Annual Fee:

One Parcel:	\$125.00
Each Additional Parcel:	\$50.00

Execution and Processing:

Trustees Deeds, Mortgages, Notes:	\$100.00
Amendments, Assignments, Collateral Assignments:	\$75.00
All Other Documents (each):	\$50.00
Certified copies of Trust Agreement or other documents,	
including Amendments and/or Assignments thereto:	$$25.00^{1}$
Certificate of Beneficial Interest or other correspondence	
verifying land trust status (each):	\$50.00
Closing Fee:	\$125.00
Endorsement of checks and contract payments (per transaction):	\$50.00

Additional Fees:

Certified mail, title changes and recording fees:	Full reimbursement
Attorney's fees incurred by Trustee:	Full reimbursement
Court appearances, processing of lawsuits, legal	
research, document preparation and special	
correspondence by Trustee:	\$250.00 per hour
	plus expenses

We require twenty-four hour notice for preparation and execution of all documents. Fees of twice our normal fee will be assessed for same-day service.

Effective 05/29/2018

¹ \$25.00 each for 5 pages or less plus \$5.00 for every additional page increment.





Trust & Wealth Management 22 South Fourth Street

Geneva, IL 60134

Phone: 630.232.3203 SBGeneva.com

ALL NEW LAND TRUST BENEFICIARIES

For IRS and U.S. Patriot Act compliance, we are required to obtain proper identification of our customers. Please complete the IRS Form W-9 which certifies your tax identification or Social Security number for your land trust. Also, please provide a photo copy of the original current government-issued identification, such as your Driver's License (issued in the United States), U.S. Passport, or other government-issued photo ID.

We do respect your privacy and request the supplying of this sensitive information on a separate form, so your confidential Social Security number will be not be obtainable from documents in your file. This information will be stored securely with limited access. We reserve the right to require additional information or documentation for verification purposes, to ensure a safe and secure handling of your land trust.





Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.									
	2 E	Business name/disregarded entity name, if different from above									
page 3.		Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che ollowing seven boxes.	eck only o	ne of	the	certa		ies, no	des appl t individu ge 3):		
e. ns on		Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC	☐ Trus	st/est	ate	Exem	npt pay	ee cod	e (if any)		
₽ĕ		Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner	ship) ▶								
Print or type. Specific Instructions on page		Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the canother LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its own	wner of th	e LL	C is		nption f e (if any		ATCA rep	porting	
ciţi	_	Other (see instructions)	er.			(Applie	s to acco	unts main	tained outsi	de the U	.S.)
Spe	5 /	Address (number, street, and apt. or suite no.) See instructions.	Requeste	er's n	ame a						
See (•				`		,		
Ø	6 (City, state, and ZIP code									
	7 L	ist account number(s) here (optional)									
Pai	tΙ	Taxpayer Identification Number (TIN)									
		TIIN in the appropriate box. The TIN provided must match the name given on line 1 to av		Soci	al sec	urity	numbe	r			
		thholding. For individuals, this is generally your social security number (SSN). However, folien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	ora [
		is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	ta L								
TIN, I				or							
		e account is in more than one name, see the instructions for line 1. Also see What Name	and [Emp	loyer	identi	ficatio	n num	ber]
Numk	er T	o Give the Requester for guidelines on whose number to enter.				_					
Par	i	Certification									
Unde	per	nalties of perjury, I certify that:									
2. I ar Sei	n no vice	nber shown on this form is my correct taxpayer identification number (or I am waiting for t subject to backup withholding because: (a) I am exempt from backup withholding, or (b) (IRS) that I am subject to backup withholding as a result of a failure to report all interest of subject to backup withholding; and	I have n	ot be	en n	otified	d by th	e Inte			
3. I ar	nal	J.S. citizen or other U.S. person (defined below); and									

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid

Sign	Signature of
other than	interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.
acquisition	or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments
you nave it	alled to report all interest and dividends on your tax retain. For real estate transactions, item 2 does not apply. For mortgage interest para,

General Instructions

U.S. person ▶

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

Here

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date ▶

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

LAND TRUST AGREEMENT

This Trust Agreement is dated	and known as Trust Number
IT IS AGREED:	
	ed and existing as a banking corporation under the laws of the gal and equitable title to the following described real estate in nois:
Permanent Identification Number (PIN):	
Otherwise Known As (Street Address):	
	accepted in writing title to any other property conveyed to it d purposes and on the trusts herein stated. Any other property Trustee shall not be subject to this Agreement.
3. The following named persons and their successors in intersal real estate according to the respective interests herein	erest shall be entitled to the earnings, avails and proceeds of set forth, to wit:
4. The power of direction referred to hereunder shall be ver	sted in:
5. The Trustee shall receive for its services in accepting this	trust and taking title hereunder the sum of \$
In addition, the Trustee shall receive an annual fee to be det to time. Furthermore, the Trustee shall be entitled to a fee of to time, for executing deeds, mortgages or other instrume	termined by the Trustee's fee schedule as adjusted from time determined by its current fee schedule as adjusted from time nts. It shall receive reasonable compensation for any special ding any other property which may hereafter be conveyed to
6. The names of any beneficiary will not be disclosed to the	public, unless otherwise directed in writing.
7. Bills, legal notices and written inquiries shall be forwarde	d to:
8. It is further understood and agreed as follows:	
a. The interest of every beneficiary and of any person who	may become entitled to any interest under this trust shall consist

only of (1) the power to direct the Trustee to deal with title to the property; (2) the power to manage, possess, use and control the property; and (3) the right to receive the earnings, avails and proceeds from leases and other uses and from mortgages, sales and other dispositions of the property. Such rights and powers shall be personal property and may be assigned as such. On the death of any beneficiary his interest, except as otherwise specifically provided, shall pass to his executor or administrator and not to his heirs at law. No beneficiary at any time shall have any right, title or interest in or to any portion of the legal or equitable title to the property.

Page **1** of **3**

The death of any beneficiary shall not terminate the trust or affect the rights or powers of the Trustee or of the beneficiaries except as provided by law.

- b. By amendment in writing delivered to and accepted by the Trustee, any beneficiary having a vested interest hereunder shall at any time or times have the right to revoke, alter or amend the provisions of this trust agreement relative to the person or persons who may be entitled from time to time to the ownership and enjoyment of said beneficiary's interest hereunder.
- c. No assignment of any beneficial interest shall be binding on the Trustee until the original or executed duplicate of the assignment is delivered to the Trustee and accepted by it in writing. Every assignment of any beneficial interest, the original or duplicate of which shall not have been so delivered to and accepted by the Trustee, shall be ineffective as to all subsequent assignees or purchasers without notice.
- d. The Trustee shall have no obligation to file any income, profit or other tax reports or returns or pay such or any other taxes. The beneficiaries will make all such returns and reports, and pay general real estate and all other taxes or charges payable with respect to the property and to the earnings, avails and proceeds of the property or based on their interests under this agreement.
- e. If the Trustee shall make any advances or incur any expenses on account of this trust or the property or shall incur any expenses by reason of being made a party to any litigation in connection with this trust or the property or if the Trustee shall be compelled to pay money on account of this trust or the property, whether for breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the beneficiaries jointly and severally on demand shall pay to the Trustee, with interest at the highest rate per annum permitted by law the amount of all such expenses, advances or payments made by the Trustee, plus all its expenses, including attorneys' fees.
- f. The Trustee shall not be obliged to convey, transfer or otherwise deal with the property or any part of it until all of the payments, advances and expenses made or incurred by it shall have been paid, with interest. The Trustee shall not be obligated to pay any money for this trust or the property or to prosecute or defend any legal proceeding involving this trust or the property unless it shall elect to do so and be furnished with sufficient funds or be indemnified to its satisfaction. If the Trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or the property, 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.
- g. It shall not be the duty of the purchaser of the property or of any part of it to see to the application of the purchase money, nor shall anyone who may deal with the Trustee be required or privileged to inquire into the necessity or expediency of any act of the Trustee, or into the provisions of this agreement.
- h. This agreement shall not be recorded in the county in which the property is situated, or elsewhere, but any recording shall not be notice of the rights of any person derogatory to the title or powers of the Trustee. In this agreement the plural includes the singular, and vice versa, and the masculine gender includes the feminine.
- i. The Trustee may at any time resign by sending by registered or certified mail a notice of such intention to each of the then beneficiaries at his latest address appearing in the records of the Trustee. Such resignation shall become effective twenty days after such mailing. On such resignation a successor may be appointed in writing by the persons then entitled to direct the Trustee in the disposition of the property, and the Trustee shall thereupon convey or transfer the property to such successor. If no successor is named as above provided within twenty days after the mailing of such notices by the Trustee, the Trustee may convey or transfer the trust property to the beneficiaries in accordance with their interests hereunder, and the conveyance may be recorded or registered, as the case may be, by the Trustee and such recording or registration shall constitute delivery of the conveyance or transfer to the beneficiaries. The Trustee, at its option, may file a complaint for appropriate relief in any court of competent jurisdiction.
- j. Every successor Trustee shall become fully vested with all the title, estate, rights, powers, trusts, and shall be subject to the duties and obligations, of its predecessor.
- k. It is agreed by the parties and by any person who may hereafter acquire any interest in this trust that the Trustee will deal with the trust property including cash or other assets of any kind which may have become subject to the trust only when authorized to do so in writing.
- I. On the written direction of the party or parties designated on the reverse side hereof as having the power of direction the Trustee will 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 sale under an order or decree of foreclosure) or execute leases or otherwise deal with the title to the trust property including cash or other assets subject to the trust. The beneficiaries by written instrument delivered to the Trustee may revoke the foregoing power of direction and designate the person thereafter to exercise the power. Such instrument shall be signed by all the then beneficiaries. The Trustee shall not be required to inquire into the propriety of any direction. The Trustee shall not be required to assume any personal obligation or liability in dealing with the property or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with title to the property so long as any money is due to it hereunder.
- m. The beneficiaries shall have the sole possession, management and control of the selling, renting, repairing, maintaining and handling of the property and the Trustee shall have no right or duty in respect to any such matters. The beneficiaries shall have the right to execute leases and collect rents in their own name or through their agents. The Trustee shall have no right or duty in respect to the payment of taxes or assessments or insurance, litigation or other matters relating to the property, except on written direction accepted by it as above provided and after the payment to it of all money necessary in its opinion to carry out the directions without

liability to it. The beneficiaries are not the agents of the Trustee for any purpose and do not have any authority to contract or to execute leases or do any other act for or in the name of the Trustee or to obligate the Trustee personally or as Trustee. The Trustee shall not be required to execute any instrument containing covenants of warranty.

n. If any property remains in this trust twenty years from the date of this agreement or any extension thereof, it shall be sold at public sale by the Trustee on reasonable notice as determined by it and the net proceeds of the sale shall be divided among those who are then entitled to under this agreement in the proportions in which they are then entitled.

IN TESTIMONY WHEREOF, The State Bank of Geneva has caused these presents to be signed by its duly authorized officer as and for the act and deed of said corporation and likewise attested, the day and date written above.

		THE STATE BAN	NK OF GENEVA
	By: Its:		
	Attested by: Its:		
And on the day and date assent to the terms here		es have signed this	Trust Agreement in order to signify their
Signature		Printed Name	
Address	City, State, ZIP		Phone
Signature		Printed Name	
Address	City, State, ZIP		Phone
Signature		Printed Name	
Address	City, State, ZIP		Phone
Signature and Address of	a person having a power of direction	on if other than a bo	eneficiary:
Signature		Printed Name	
Address	City, State, ZIP		Phone

WARRANTY DEED IN TRUST

The above space for Recorder's use only

the Grantor,		
of the County of		, for
and in consideration of		Dollars,
and other good and valuable consid	deration in hand paid, CONVEYS and WARRANT	S unto THE STATE
	ng corporation, of Geneva, Kane County, Illinoised the day of	
	, the following described real esta	
	y, State of Illinois, to wit:	·
Permanent Identification Number (PIN):	
Otherwise Known As (Street Address		

THIS INDENTURE WITNESSETH that on this _____ day of ______, _____, _____,

FULL POWER AND AUTHORITY is hereby granted to said Trustee to improve, manage, protect, and subdivide said real estate or any part thereof, to dedicate parks, streets, highways, or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without

TO HAVE AND TO HOLD the real estate, together with the tenements and appurtenances thereunto

belonging for the uses and purposes herein and in the trust agreement set forth.

consideration, to convey said real estate or any part thereof to a successor or successors in trust, and to grant to such successor or successors in trust all of the title, estate, powers, and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and on any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases on any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time or times hereafter, 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 of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey, or assign any right title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

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 any 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 be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease, or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Recorder of Deeds of the aforesaid county) relying on or claiming under any such conveyance, lease, or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said 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 Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding on all beneficiaries thereunder, (c) that said Trustee, or any 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 the conveyance is 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, her, or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The State Bank of Geneva, 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 this Deed or said Trust Agreement or any amendments thereto, 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 under said Trust Agreement 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 as far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails, and proceeds thereof as aforesaid, the intention hereof being to vest in The State Bank of Geneva, as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

AND THE SAID GRANTOR hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed below on the day and year first above written.

Printed name:	Printed nam	e:
STATE OF)		
) s COUNTY OF	S.	
•	ublic in and for the County and Stat	
· ·	·	erson whose name is subscribed to
	d before me this day in person and as his/her own free and voluntary	- · · · · · · · · · · · · · · · · · · ·
Siven under my hand and Notaria	Seal this day of	·
NOTA BY BUILDING		
NOTARY PUBLIC		
NOTARY PUBLIC		Ll
NOTARY PUBLIC	 [SEA	L]
NOTARY PUBLIC		
NOTARY PUBLIC This Document Prepared By:	[SEA	L] Send Tax Bills To:
	After Recording Return To:	
	After Recording Return To:	
	After Recording Return To: The State Bank of Geneva	
	After Recording Return To: The State Bank of Geneva Trust Department	