

## Short form

“This is a legally binding contract. If not understood, seek competent legal advice.”

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 \_\_\_\_\_: \_\_\_\_\_ [legal description], referred to as the real estate, to have and to hold the real estate with the appurtenances on the trust and for the purposes set forth in this deed in trust and in the trust agreement.

Full power and authority is granted here to trustee or its successors to protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the real estate or any part of it.

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 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 trustee, or 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 the 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 and empowered 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 these 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.

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.

Executed at \_\_\_\_\_ [location] on \_\_\_\_\_ [date].

[Signature]

[Acknowledgment]

This instrument was prepared by: \_\_\_\_\_ [name] \_\_\_\_\_ [address].