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2002-05-15 14:21:23
Cook County Recorder 47.50

**TRUSTEE'S
QUIT-CLAIM DEED
IN TRUST**



THIS INDENTURE, made this 15th day of April, 2002, between PALOS BANK AND TRUST, a corporation organized and existing under the laws of the State of Illinois, and authorized to accept and execute Trusts within the State of Illinois, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said corporation in pursuance of a certain Trust Agreement, dated the 5th day of May, 1995, and known as Trust Number 1-3783, party of the first part, and Palos Bank and Trust Company as Trustee under the provisions of a certain Trust Agreement dated the 17th day of November, 2000, and known as Trust Number 1-4968, party of the second part, WITNESSTH, that said party of the first part, in consideration of the sum of Ten Dollars and No/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party, the following described real estate, situated in Cook County, Illinois, to-wit: PARCEL 1: That part of Lot 3 in The Villas of Palos Heights, Planned Unit Development, being a subdivision of the North 671.53 feet (except the East 900 feet thereof and except the West 165 feet of the North 283 feet thereof and except that part taken for highway) of the Northeast 1/4 of the Northeast 1/4 of Section 31, Township 37 North, Range 13, East of the Third Principal Meridian, described as follows: commencing at the Northeast corner of said Lot 3, thence due West along the North line of said Lot 3, 26.59 feet; thence South 0 degrees 24 minutes 43 seconds East 23.27 feet; thence South 89 degrees 35 minutes 17 seconds West 66.56 feet to a point on the Northerly extension of the Center line of a party wall; thence South 0 degrees 24 minutes 43 seconds East, along said extension, 6.26 feet to a point of beginning; thence continuing South 0 degrees 24 minutes 43 seconds East, along said extension and center line, 39.04 feet to an intersection with the center line of a party wall; thence South 89 degrees 35 minutes 17 seconds West, along said center line and the Westerly extension thereof, 66.72 feet; thence North 0 degrees 24 minutes 43 seconds West 39.04 feet; thence North 89 degrees 35 minutes 17 seconds East 66.72 feet to the point of beginning; all in Cook County, Illinois. PARCEL 2: Easement for the benefit of Parcel 1 as created by the Declaration of Party Wall Rights, Covenants, Conditions and Restrictions and Easements for The Villas of Palos Heights, recorded July 1, 1994 as document No, 94578976, as amended and supplemented, and by deed recorded June 7, 1995 as Document No. 95369133, for Ingress and Egress, in Cook County, Illinois. Permanent Index Number: 24-31-201-028-0000
Commonly Known As: 302 Feldner Court, Palos Heights, Illinois 60463

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together with the tenements and appurtenances thereunto belonging.
TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the Trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all Trust Deeds and/or Mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to hereto affixed, and has caused its name to signed these presents by one of its Vice Presidents or its Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.

PALOS BANK AND TRUST
as Trustee, as aforesaid, and not personally.

By: Mary Kay Burke
Trust Officer

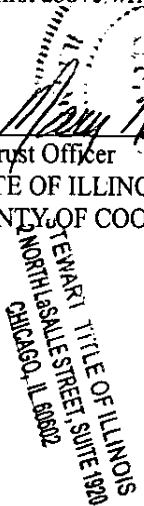
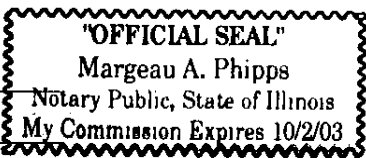
Attest: Julie Winstorfer
Asst. Land Trust Officer

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HERBY CERTIFY that Mary Kay Burke personally known to me to the Trust Officer of PALOS BANK AND TRUST and Julie Winstorfer personally known to me to be the Assistant Land Trust Officer of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Trust Officer and Vice President of said Bank, and caused the corporate seal of said Bank to be affixed hereto, as their free and voluntary acts, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.
Given under my hand and Notary Seal,

Date: April 15, 2002

Notary Public: Margeau A Phipps



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Property of Cook County Clerk's Office

REAL ESTATE TRANSFER TAX	0070500	FP 102810
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COOK COUNTY
REAL ESTATE TRANSACTION TAX

MAY -8.02



COUNTY TAX

REVENUE STAMP

REAL ESTATE TRANSFER TAX	0021000	FP 102804
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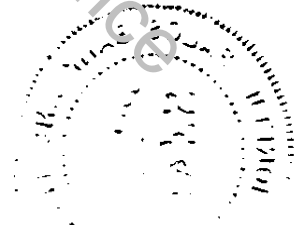
STATE OF ILLINOIS

MAY -8.02



STATE TAX

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

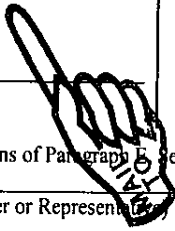


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DELIVERY

Name
PALOS BANK & TRUST
12600 S. HARLEM
PALOS HEIGHTS, IL 60463
City or
Instructions
Recorder's Office Box Number

Med. Tax. Bills Co.
PALOS BANK & TRUST
12600 S. HARLEM Street
PALOS HEIGHTS IL 60463



County - Illinois Transfer Stamps Exempt under provisions of Paragraph B, Section 4, Real Estate Transfer
Date: _____ By: _____
(Buyer, Seller or Representative)

This instrument prepared by: Palos Bank and Trust Company, 12600 South Harlem Avenue, Palos Heights, Illinois 60463, (708) 448-9100

Full power and authority is hereby granted to said Trustee to improve, manage 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 or without consideration, to convey said real estate or any part thereof to a successor or successors in Trust and to grant to 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 praesenti or in futuro, and upon any terms and for any periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any 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 option 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 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 deal with the same, whether similar to or different from the ways above specified, at any time or time 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 relying upon 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 instruments 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 upon 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 or their predecessor in Trust.

This conveyance is made upon the express understanding and condition that neither Grantee, individually or as Trustee, nor its successor or successors in Trust shall incur any personal liability or be subjected to any claim, judgement 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 amendment 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 (*as the Trustee shall have no obligation whatsoever with respect to any such contract obligation or indebtedness except only sofar 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 beneficiaries 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 said Grantee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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