OFFICIAL DEED IN TRUST - QUIT C

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR,

BARBARA J. SIGEL of the County of COOK and State of ILLINOIS for and in consideration of the sum of TEN Dollars **(\$10.00**) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and QUIT-CLAIM unto LASALLE BANK NATIONAL ASSOCIATION, a National Banking Association whose address is 135 S. LaSalle St., Chicago, IL 60603, as Trustee under the provisions of a certain Trust Agreement dated 31st day of October

the following described real estate situated in

3133/0039 26 001 Page 1 of 2002-11-13 10:34:25 Cook County Recorder 38,50



(Reserved for Recorders Use Only)

2002 and known as Trust Number 130 390

COOK

County, Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As

Laverne Lane, 2A, Tinley Park, IL 60477 7121

Froperty Index Numbers 28-19-306-014-1004

together with the tenements and appurtenances there into belonging,

TO HAVE AND TO HOLD, the said real cerate 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 PAGE 2 OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said grantor hereby expressly waives and release 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 for a sale on execution or otherwise.

Seai

IN WITNESS WHEREOF, the grantor aforesaid has hereunto see hand and seal this

OFFICIAL SEAL CHER SCHMIDT

NOTARY PUBLIC, STATE OF ILLINO MY COMMISSION EXPIRES: 04/18/00

a Notary Public in and for

Seal STATE OF ILLINOIS

Seal

11 CHER SCHMIDT

COUNTY OF COOK

) said County, in the State aforesaid, do hereby certify

BARBARA J. SIGEL

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered of said instrument as a free and voluntur, act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this 3

NOTARY PUBLIC

day of MOUEMBER, 2002

Prepared By:

MAIL TO:

LASALLE BANK NATIONAL ASSOCIATION

135 S. LASALLE ST, SUITE 2500 CHICAGO, IL 60603

COOK COUNTY RECORDER'S OFFICE:

BOX 350

UNOFFICIAL COPM248769 Page 2 of 8

LEGAL DESCRIPTION

7121 Laverne Lane, 2A Tinley Park, IL 60477

UNIT 2A, IN TIFFANY PARK CONDOMINIUM NUMBER 1, AS DELINEATED ON SURVEY OF LOTS 13 AND 14 (EXCEPT THE EAST 12 1/2 FEET OF LOT 14) IN SIECLAR SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS 'PARCEL') WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY FORD CITY BANK, TRUSTEE, TRUST NUMBER 295 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22211890 AND AMENDED BY DOCUMENT 22512663, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (FXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED IN SAID County Clarks Office DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

10-01 02 24 44 94

LAND TRUST AGREEMENT

Trust Agreement, de	ated, October	31,	2002	and known as Trust Number,
				ONAL ASSOCIATION, Chicago.
Illinois, as Trustee hereund	er, is about to take title to	the fol	lowing d	lescribed real estate in
COOK	County, Illinois.			

SEE LEGAL DESCRIPTION ON ATTACHED ADDENDUM

otherwise known as 7121 Laverne Lane, 2A, Tinley Park, IL 60477 and that when it has taken the title thereto, or to any other real estate deeded to and accepted by it as Trustee hereunder, it will hold it for the uses and purposes and upon the trust herein set forth. The following named beneficiary/ies shall be entitled to the earnings, avails and proceeds of the said real estate according to the respective interests herein set forth, to-vit:

Under written direction of Exhibit A - Beneficiaries

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person, persons or entities who may become entitled to any interest under this Trust:

(A) That the interest or my beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and country, and property as hereinafter provided, and the right to receive the proceeds from rentals and from mergages, sales or other disprisition of said promises, and that such right in the avails of said property shall be deemed to be personal property, and may be assist of 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 becaution at any time shall have any right into references 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 or in any manner affect the powers of the Trustee hereunder. An assignment of any beneficial interest hereunder shall be void as to the Trustee until the original or a doublington of the assignment is lodged with and accepted in writing by the Trustee.

(B) Nothing contained in this Agreement shall be construed r. 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 espect to the carnings, avails and proceeds of said real estate, or growing out of their interest under this Trust Agreement. It is the solr obligation of the beneficiaries hereunder to pay all taxes and assessments levied against the trust and the bust property.

(C) In case said Frustee shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, said Trustee shall have the right to retain counsel of its choice to defend said Trustee. In case said Trustice shall make any advances 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 said Trustee shall be compelled to pay any surn of money on account of this Trust, whether on account of breach of contract, injury to person or promoty, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will be demand pay to the said Trustee, with interest thereon at the lesser of the per annum rate of interest announced from time to time b AASALLE BANK NATIONAL ASSOCIATION as its "Prime Rate" plus 4% or highest lawful rate per annum, all such distourgements or advances or payments made by said Trustee, together with its expenses, including reasonable attorneys' fees, and that task Trustee shall not be called upon to convey or otherwise deal with said property at any time, held hereunder until all of said disburser, ents, payments, advances and expenses made or incurred by said Trustee shall have been fully paid, together with interest the eval as aforesaid. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this Trust or to prosecute or defend any legal proceeding involving this Trust or any property or interest thereunier unless it shall be furnished with funds sufficient therefor or to be satisfactorily indemnified in respect thereto. In case of nonpayment of any said disbursements, advances, or other payments, or upon non-payment of any fees, charges and compensation of the Trustee referred to in paragraph (1) hereof, the Trustee shall have a first lien therefor on the property held in Trust 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 at public or private salt and to transfer and convey sufficient of said property to pay such disbursements, 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. In the event the Trustee is served with process or notice of logal proceedings or of any other matter concerning the Trust or the trust property, the sole duty of the Trustee in connection therewith shall be to forward the process or notice by first class mail to the person designated herein as the person to whom inquiries or notices shall be sent or, in the absence of such designation, to the beneficiaries. The last address appearing in the records of the Trustee shall be used for such mailing. The Trustee shall have the right to obtain counsel of its choice to appear and defend the interests of the Trustee in the event the Trustee is named as a party in any legal proceedings, or if any adverse claims are made against the Trustee or the trust property; and the beneficiaries hereunder do hereby jointly and severally agree to pay all costs expended by the Trustre in connection therewith, including reasonable attorneys' fees. It is understood and agreed that neither LASALLE BANK NATIONAL ASSOCIATION, individually or as Trustee, nor its successor or successors in

trust, shall incur any personal lability of the subjected to any cally, jud memor decree for anything it or their or its or their agents or attorneys may do or omit to do in about the said real estate or under the provisions of said deed or deeds in trust or this Trust Agreement or any amendment thereof, 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 hereunder, 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 so far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof).

(D) It shall not be the duty of the purchaser of said premises or of any part thereof to see to the application of the purchase money paid therefor; nor shall any one who may deal with the Trustee be required or privileged to inquire into the necessity or expediency of any act of said Trustee, or provisions of this instrument.

(E) This Trust Agreement shall not be placed on record in the Recorder's Office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of the Trustee.

(F) It is understood and agreed by the parties hereto and by any person who may beteafter become a beneficiary hereunder, that said LASALLE BANK NATIONAL ASSOCIATION will deal with said real estate and with any each or other property or assets of any kind which may come into the possession or control of the Trustee only when authorized to do so in writing, and that it will make deeds for, or deeds conveying directly to a trust Grantee, or mortgages or trust deeds (including the waiver of the right of ademption from sale under an order or decree of foreclosure), or otherwise deal with the title to said real estate or such other access or property on the written direction of such person or persons as may be the beneficiary or beneficiaries at the time, or an written direction of Exhibit A — Beneficiaries

or such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries; provided that, if any person now or hereafter expressly tarted as the person (or as one of the persons) having such power of written direction shall be a beneficiarly hereunder and shall assign his 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 assignee; provided, further, that the Trustee shall not be obliged to inquire into the propriety of any such written direction; and provided, further, that the Trustee shall not be required to deal with the trust so long as any money is due to it hereunder, or to enter into any personal obligation or liability in dealing with said and or to make itself liable for any damages, costs, expenses, fines or

POWER OF DIRECTION, contrary to any other provision of this Trust Agreement, is held for mere convenience and that the parties agree that the holder of the power does not owe a fiduciary duty to the beneficial interest holders.

(G) The beneficiary or beneficiaries hereunder in his, her or then the part right shall have the management of said property and control of the selling, renting and handling thereof and the keeping, proforming and enforcing of all leases and agreements and covenants running with the land, and each beneficiary or his or her get shall collect and handle his or her share of the rents, earnings, avails and proceeds thereof, and the Trustee shall have no dury mexpect to such management or control, or the handling or application of such tents, earnings, avails or proceeds or in respect to the kerping, performing or enforcing of any leases, agreements, or covenants running with the land, or in respect to the payment of the vest of essessments or in respect to insurance, litigation or otherwise, except as herein otherwise provided. No beneficiarly hereunder shall have any authority to contract for or in the name of the Trustee bind the Trustee personally. No legal action shall be live ght in the name of the Trustee without its prior consent in writing. If any property remains in the trust 20 years from this date, r. id the trust has not been extended, the Trustee on reasonable notice, in its sole discretion shall; (i) sell the property at a public sale or (ii) convey the trust property to the then beneficiaries hereunder, or (iii) resign as Trustee. The proceeds of any public sale after he payment of reasonable expenses and fees shall be divided among those beneficiaries who are entitled thereto under this Trust Agreement.

(H) The Trustee may at any time and for any reason resign by sending by registered mail a notice of its interior so to do to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall be considered by the person or persons then entitled to direct the Trustee. In the event of such resignation a successor or successor, resignation convey the trust property to such successor or successors in trust. If no successor in trust is named as above provided with ten days after the mailing of such notice by the Trustee, then the Trustee may convey the trust property or any portion thereof to the beneficiaries in accordance with their respective interests hereunder and the beneficiaries for themselves, their legal representatives, executors, administrators and assigns agree that the Trustee at its option may deliver deed evidencing such conveyance to the Recorder of Deeds (or Registrar of Titles) in the county or counties in which the real estate is situated for recording and such conveyance shall thereupon be effective and complete, or the Trustee may, at its option, file a complaint for appropriate relief in any court of competent jurisdiction. The rights remedies and liens of the Trustee provided for in paragraph (c) hereof shall continue notwithstanding the resignation or removal of the Trustee or conveyance of any of the trust property.

(I) Every successor Trustees or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts and duties and obligations of its, his or their predecessor.

(J) The LASALLE BANK NATIONAL ASSOCIATION shall receive for its services in accepting this Trust and in taking title to the real estate the sum of \$ 150.00 also the sum of \$ 100.00 per year in advance for holding title after the 31st day of October, 2002, subject to adjustment in accordance with its schedule of fees

from time to time in effect, so one as the Luste's tall at under this Tust Agreement. A late charge may be assessed for delinquent fees. The Trustee shall also receive compensation pursuant to its regular schedule of fees for making deeds, mortgages, leases and/or other instruments as may be required from time to time, and it shall receive reasonable compensation for any special services which may be rendered by it and for taking and holding any other property or improvement which may hereafter be deeded to or acquired by the Trustee. In the event the value of the property held is increased for any reason after the Trustee has accepted title thereto, the Trustee shall also be entitled to reasonable additional fees for holding title. The beneficiaries jointly and severally agree to pay all of such fees and compensations. It is understood and agreed that all such fees and compensations and any other monies due Trustee shall constitute a first lien on the real estate and property held hereunder.

IN TESTIMONY WHEREOF, LASALLE BANK NATIONAL ASSOCIATION has caused these presents to be signed by its Authorized Administrator as and for the not and deed of said Bank, the day and date above written.

LASALLE BANK NATIONAL ASSOCIATION

Authorized Administrator	***************************************		<u> </u>	JIJ2	1248	/ウブ Pa	
And on said day the said beneficiaries a	nd parties with powe	r of direction	nhave signed to	his Dec	laration of To	ust and	
rust Agreement in order to signify their assent to	the terms hereof		•				
Barbara J. Sigel 7	/121 L	averne	Lane,	ZHI	Tinrel	ralki	
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ay the name of any beneficiary be disclosed to efer written inquiries and legal notices by firs	-		C				
Barbara J. Sigel			33-108	9		_	
inted Name 7121 Laverne Lane, 2A,		Telephone	Number 7	7/			
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inted Name		() Telephone	Number				
Idress City, State, Zip							

LEGAL DESCRIPTION

7121 Laverne Lane, 2A Tinley Park, IL 60477

UNIT 2A, IN TIFFANY PARK CONDOMINIUM NUMBER 1, AS DELINEATED ON SURVEY OF LOTS 13 AND 14 (EXCEPT THE EAST 12 1/2 FEET OF LOT 14) IN SIECLAR SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS 'PARCEL') WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY FORD CITY BANK, TRUSTEE, TRUST NUMBER 295 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22211890 AND AMENDED BY DOCUMENT 22512663, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED IN SAID DECLARATION AND SURVEY) IN COOK_COUNTY, ILLINOIS. SOUNTY CLORATE OFFICE

EXHIBIT A

BENEFICIARIES

Barbara J. Sigel 7121 Laverne Line, 2A Tinley Park, IL 69477

In the event of the death of Barbara J. Sigel, her contingent beneficiaries are

Gregory M. Lichneckert 1802 Lombard Ave. Everett, WA 98201

jointly, per stirpes.

of Ba.

Or Cook County Clarks Office

JNOFFICIAL COPY (48)

RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES COOK COUNTY, ILLINOIS

GRANTOR/GRANTEE STATEMENT

The Grantor or his Agent affirms that, to the best of his knowledge, the name of the Grantor shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

person and authorized to do business or acquire title to real estate under the laws of the
State of Illinois
Dated 1///3/07 , 20 <u>02</u>
Signature: July Hush
.// Granstor or Agent
Subscribed and swom to before me By the said
ousiness or acquire and hold title to real estate under the laws of the State of Illinois.
Dated $11/13/02$, 2002
Signature: Signature: Organico or Agent
ubscribed and sworm to before me

NOTE: Any person who knowingly submits a talse statement of English with identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to Deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)