

DEED IN TRUST  
**UNOFFICIAL COPY**

Caution: Consult a lawyer before using or acting under this form.  
All provisions which are not printed on this form are void.

04020026

THE UNDERSIGNED, Ali Sheikh & Ruqieh Sheikh, his wife  
(collectively "Grantor")  
of the County of COOK and State of Illinois  
for and in consideration of Ten (\$10 00) Dollars, and other good and valuable considerations in hand paid, Convey WARRANT and QUIT CLAIM unto  
Bank One Chicago, N.A. ITS SUCCESSOR  
OR SUCCESSORS, as Trustee under the provisions of a trust agreement dated the 28th day of October, 1994, and known as Trust Number 10877 (hereinafter referred to as the "Trustee,")  
the real estate in the County of COOK and the State of Illinois legally described here or on the Reverse Side hereof

DEPT-01 RECORDING \$25.50  
TR0008 TRAN 2091 12/06/99 12:06:00  
#5335 # JR \* 04-020026  
COOK COUNTY RECORDER

Lot 1 in Duffy's resubdivision of part of the west half of the northwest quarter of Section 5, Township 37 North, Range 13 East of the third principal meridian, in Cook County, Illinois.

(The Above Space for Recorder's Use Only)

HEREINAFTER CALLED "THE REAL ESTATE":

Common Address: 5501 W. 89th Street Oak Lawn, Illinois 60453  
Real Estate Tax I.D. Number(s): 24-05-217-019-0000 24-05-217-020-0000

TO HAVE AND TO HOLD the real estate with the appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth Full power and authority are hereby granted to the trustee to subdivide and resubdivide the real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the 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 the trustee, to donate, to dedicate, mortgage or otherwise encumber the real estate or any part thereof, to lease the real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend leases upon 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 the real estate, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about, or easement appurtenant to the real estate or any part thereof, and to deal with the 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 the trustee in relation to the real estate, or to whom the real estate or any part thereof shall be 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 to 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, and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the 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 delivery thereof the trust created herein and by the 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 herein and in the trust agreement or in any amendment thereof and binding upon all beneficiaries hereunder, (c) that the trustee 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 the trustee nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if or they 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, obligations or indebtedness except only so 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 beneficiary under the trust agreement and for all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the mortgage, sale, or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary under the trust agreement shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possessions, earnings, avails and proceeds thereof as aforesaid

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words, "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided

And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise

The Grantor Ali Sheikh has executed this deed as of October 28th, 1994  
Ali Sheikh RUQIEH SHEIKH  
Ruqieh Sheikh

State of Illinois, County of Cook ss.  
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ali Sheikh and Ruqieh Sheikh, his wife

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

Under my hand and official seal, this 28th day of October, 1994  
Commission expires 5/15 1996  
Michael Heuberger  
NOTARY PUBLIC

This instrument was prepared by Michael Heuberger 112 Calendar Ct. Lagrange, IL 60525  
(NAME AND ADDRESS)  
ADDRESS OF PROPERTY

WARRANT OR QUIT CLAIM AS PARTIES DESIRE  
Bank One, 5801 W. 89th Street

Michael Heuberger Oak Lawn, IL 60453  
(Name) THE ABOVE ADDRESS IS FOR STATISTICAL

MAIL TO 112 Calendar Court LaGrange, IL 60525  
(Address) THIS DEED  
LaGrange, IL 60525 SEND SUBSEQUENT TAX BILLS TO:  
(City, State, Zip)

ATTENTION: LAND TRUST DEPARTMENT

OR RECORDER'S OFFICE BOX NO \_\_\_\_\_ (Address)

OFFICIAL SEAL OF DEBORAH TOPCZEWSKI, NOTARY PUBLIC, STATE OF ILLINOIS, MY COMMISSION EXPIRES 5/15/96

AFFIX "RIDERS" OR REVENUE STAMPS HERE

04020026

25/90

# UNOFFICIAL COPY

It is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto, that the trustee will deal with the Property only when authorized to do so in writing and that (notwithstanding any change in the beneficiary or beneficiaries hereunder) it will on the written direction of

or such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries, acting in concert, or on the written direction of such person or persons as may be beneficiary or beneficiaries at the time, make deeds for, including deeds conveying directly to a trust grantee, or otherwise deal with the title to the Property, provided, however, that the trustee shall not be required to enter into 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 the title so long as any money is due to it hereunder. The trustee shall not be required to inquire into the propriety of any such direction.

The beneficiary or beneficiaries hereunder, in his, her or their own right shall have the management of the Property and control of the selling, renting and handling thereof, and shall collect and handle the rents, earnings, avails and proceeds thereof, and the trustee shall have no duty in respect to such management or control, or the collection, handling or application of such rents, earnings, avails or proceeds, or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as hereinabove provided, and after the payment to it of all money necessary to carry out said instruction. No beneficiary hereunder shall have any authority to contract for or in the name of the trustee or to bind the trustee personally. If any property remain 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 thereto under this Agreement in the proportions in which they are then entitled.

The trustee shall receive for its services in accepting this trust and taking title hereunder the sum of \$ \_\_\_\_\_ and in addition each year in advance for holding title after one year from the date hereof an annual fee as determined by the trustee's then current fee schedule subject to adjustment in accordance with its schedule of fees from time to time in effect, and also its regular scheduled fees for executing deeds, mortgages or other instruments. If bills are not paid within 30 days a penalty will be added in accordance with the trustee's current fee schedule. The trustee shall receive reasonable compensation for any special services which may be rendered by it and shall receive an additional acceptance and additional annual title holding fee for taking and holding any other property which may hereafter be conveyed to it hereunder, which fees, charges and other compensation the beneficiaries jointly and severally agree to pay. If the value of the property is increased for any reason after the trustee has accepted title thereto, the trustee shall be entitled to a reasonable additional annual fee, in accordance with its scheduled fees for holding title to the Property.

The trustee has caused this Agreement to be signed and attested by its duly authorized officers as and for the act and deed of said corporation, the day and date above written.

Bank One, \_\_\_\_\_

ATTEST \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

The beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms hereof. Said beneficiaries also agree to execute and deliver to the trustee an Environmental Affidavit and Indemnity Agreement in the form required by the trustee.

\_\_\_\_\_  
Ali Sheikh  
340-66-2237  
(Social Security number)

Address 201 W. 89th St. Phone 708-424-2715  
City Oak Lawn State IL Zip 60453

\_\_\_\_\_  
Rugieh Sheikh  
329-70-0453  
(Social Security number)

Address 5801 W. 89th St. Phone 708-424-2715  
City Oak Lawn State IL Zip 60453

\_\_\_\_\_  
(Social Security number)

Address \_\_\_\_\_ Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
(Social Security number)

Address \_\_\_\_\_ Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature and address of the person having a power of direction if other than a beneficiary

\_\_\_\_\_  
(Social Security number)

Address \_\_\_\_\_ Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

The name of any beneficiary will not be disclosed to the public unless otherwise required by law, rule, regulation or court order \_\_\_\_\_

To whom shall inquiries, notices and other matters be referred? Ali Sheikh

Bills shall be mailed to Ali Sheikh

Name of attorney Michael Heuberger Address 112 Calendar Court  
La Grange, IL 60525

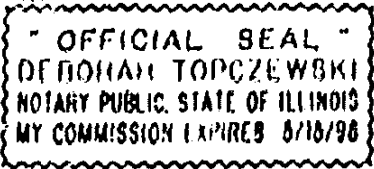
0400026

STATEMENT BY GRANOR AND GRANTEE  
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The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee 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.

Dated 10-28, 1994 Signature: [Signature]  
Grantor or Agent  
~~All-Share~~

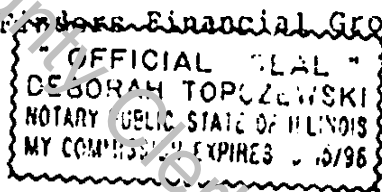
Subscribed and sworn to before me by the said [Signature] this 28th day of October, 1994.  
Notary Public [Signature]



The grantee or his agent affirms and verifies that the name of the grantee 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 and hold title to real estate under the laws of the State of Illinois.

Dated 10-28, 1994 Signature: [Signature]  
Grantee or Agent

Subscribed and sworn to before me by the said Finders Financial Group, Inc. this 28th day of October, 1994.  
Notary Public [Signature]



NOTE: Any person who knowingly submits a false statement concerning the 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.)

04030026