

UNOFFICIAL COPY 04035709

DEED IN TRUST

04035709

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, RONALD J. and LAURA L. BOOTS of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN and no/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey - and Warrant - unto HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 2nd day of December 19 94, and known as Trust Number 94-5437, the following described real estate in the County of COOK and State of Illinois, to-wit:

1017 113 IN OLYMPIA TERRACE UNIT NUMBER 3, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

04035709

MIN. 33-17-107-011

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.

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 and to execute any and all instruments therefor, and to reimburse 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 warranty, 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 grant, 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 lease to commence in present or in 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, in partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or shares of any kind, to release, convey or assign any right, title or interest in or about or 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 should 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 any lease, mortgage or other instrument 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 Registrar of Titles of said county) relying upon or claiming under any such conveyance, deed 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 a document thereto, 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 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 conditions that neither Trustee, nor Trust Company, 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 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 or 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 for the payment or discharge thereof. All persons and corporations whosoever and whose ever 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, profits 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 or such but only an interest in earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said Heritage Trust Company the entire legal and equitable title in the simple, in and to all of the real estate above described.

If the title to any of the above real estate 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 limitation," or words of similar import, in accordance with the statute in such case made and provided. 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 of homesteads from sale on execution or otherwise.

In Witness Whereof the grantor Ronald J. Boots and Laura L. Boots hereunto set hand and seal this 8th day of DECEMBER, 1994.

Ronald J. Boots (REAL) Laura L. Boots (REAL)

STATE OF ILLINOIS, the undersigned, a Notary Public in and for said County of COOK, do hereby certify that Ronald J. Boots and Laura L. Boots, his wife, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instruments as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

OFFICIAL SEAL " JANE E. MENZEL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/4/96

LITIGATION CITY OF CHICAGO HEIGHTS 12-88-1994/89:35 AM/424.88 01-4-00-299-7470 18 Notary Public My commission expires

GRANTEE: HERITAGE TRUST COMPANY 17600 Oak Park Avenue Tinley Park, Illinois 60477

134 EMELIA CHICAGO HEIGHTS, ILL. 60611 For information only insert street address of above described property.

TICOR TITLE BOX 15

2300DR

SL 318335 GLENNON P. DOLAN 2555 W. LINGEN HWY. ST. JOE OLYMPIA FIELDS, ILL. 60461 This Document Prepared By

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DEPT-01 RECORDING

TRAN 6457 12/12/94 1357300

17552 # DW *--04--03577019

COOK COUNTY RECORDER



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE

COOK COUNTY
REAL ESTATE TRANSFER TAX

RECEIVED
STAMP
DEC 12 1994

Property of Cook County Clerk's Office

04035709

REC'D TITLE BOX 19