

UNOFFICIAL COPY

DEED IN TRUST

1978 APR 3 AM 10 26

24 385 572

RECORDER OF DEEDS for recorder's use only
COOK COUNTY ILLINOIS

RECEIVER *Henry J. Jesk*

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, *Terrence D. Jesk*

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten AND no/100-----APR 3 - 78 - 36606 ---24385572.00 ---10.00 in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveyes and Warrants unto BREMEN BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 15th

day of February 19 78, and known as Trust Number 78-1100, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot Twenty (20) in Block Twenty Seven (27) in A.T. Mc Intosh and Company's Cicero Avenue Subdivision in the West Half (W $\frac{1}{2}$) of Section Fifteen (15) and the East Half (E $\frac{1}{2}$) of Section Sixteen (16), Township Thirty Six (36) North, Range Thirteen (13), East of the Third Principal Meridian in Cook County, Illinois.

This instrument prepared by ROBIN PHILIP JESK, 16740 South Oak Park Avenue, Tinley Park, Illinois 60477

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.

All power and authority is hereby granted to say, "I do," to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets and roads thereon, to enter upon and leave said real estate for the purpose of surveying and mapping the same, and to make all such covenants and options to purchase, to sell on any terms, to convey either all or without consideration, 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 the title, powers and authorities vested in said Trustee, to donate, to lease, to let, to give, to exchange, to mortgage, to sell, to assign, to part or partition, to convey, to re-convey, to transfer, to revert, by leases to commence in present or in future, and upon any terms and for any period or period of time, not exceeding in the case of any single demise the term of 100 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 conditions contained therein, and to make all such agreements, covenants, restrictions, reservations, transfers, assignments, leases, mortgages, sales and other instruments and documents as may be necessary in connection therewith; and 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 said real estate, or any part thereof, for either real or personal property to grant easements or charges of any kind, to release, convey, assign, right, title or interest in said real estate, or any part thereof, or any interest therein, to any person or persons, or to any person or persons in trust, in all cases and in all ways and for such other considerations as it would be lawful for any person owner, 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 part of the money so received on account of any sale, lease or mortgage, or to any other person dealing with said Trustee, or any successor in trust, or to be obliged to inquire into the authority, necessity or competency 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, or any part thereof, shall be prima facie evidence that such deed, trust deed, mortgage, lease or other instrument was lawfully executed, and that the said Trustee had full power and authority to execute the same, and shall not be liable for any damages resulting therefrom, except as provided in the said Trust Agreement; and every such act, deed, trust deed, mortgage, lease or other instrument so executed, shall be prima facie evidence that the said Trustee had full power and authority to execute and to 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, rights, powers, authorities, duties and responsibilities of him or their predecessors in trust.

This conveyance is made upon the express understanding and conditions that neither Bremen Bank And Trust Company, individually or as "Trustee, nor its successors in trust or successors in title, shall be liable for any damages resulting from their acts or omissions, or for any other liability, except as provided in the provisions of this Deed or in said Trust Agreement or any amendment thereto, or for injury to persons or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or agreement made by the said Trustee or any successor in trust, in relation to said real estate, or any part thereof, shall be binding upon the said Trustee or any successor in trust, and upon the said Bremen Bank And Trust Company, individually or as "Trustee, or any other party thereto, in accordance with the terms, conditions and limitations contained in the said Trust Agreement and in said Trust Agreement, in the said Trustee's name, as Trustee of an express trust and not individually, and the Trustee shall have no obligation whatsoever with regard to any such contract, obligation or indebtedness made by the said Trustee or any successor in trust, or any other party thereto, in relation to said real estate, or any part thereof. All persons and corporations whomever 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 beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, rents and proceeds arising from the sale or any other disposition of said real estate, and such interest is 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 in its interest in earnings and proceeds thereof as aforesaid, the intention hereof being to vest in said Bremen Bank And Trust Company the entire legal and equity title to the fee 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 Register of Titles is hereby directed not to relate or note in the certificate of title or otherwise any memorandum, or 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 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, Terrence D. Jesk, aforesaid has hereunto set his hand, and

seal, this 31st day of March 19 78.
[Seal] *[Seal]* *[Seal]*

STATE OF Illinois } I, Robin Philip Jesk, a Notary Public in and for said
COUNTY OF Cook } County, in the State aforesaid, do hereby certify that Terrence D. Jesk

personally known to me to be the same person, whose name is Terrence D. Jesk,
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that he signed, sealed and delivered the instrument as his

free and voluntary act, for the uses and purposes hereinabove set forth, including the release and
waiver of the right of homestead.
GIVEN under my hand and notarial seal this

31st day of March 19 78 *[Seal]*

My commission expires January 26, 1982 *[Seal]* *COUNTY*
Notary Public,

GRANTEE:
BREMEN BANK AND TRUST COMPANY
17500 Oak Park Avenue
Tinley Park, Illinois 60477

15517 LaVerne, Oak Forest, IL 60452

For information only insert street address of
above described property.

Exempt under provisions of Paragraph
Real Estate Transfer Tax
Date *7/20/82* *[Signature]*

24 385 572

24385572

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RECEIVED
OCT 26 1983

MAIL TO:

Bremen Bank and Trust Company
Attention: Trust Dept.
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Tinley Park, Illinois 60477

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END OF RECORDED DOCUMENT