

UNOFFICIAL COPY

DEED IN TRUST

85342698

THIS INDENTURE WITNESSETH, that the Grantor
JOHN M. GUTRICH, a bachelor
 of the County of **Cook** and State of **Illinois** for and in consideration
 of **TEN AND NO/100** Dollars, and other good
 and valuable considerations in hand paid, Convey **s** and quit claims unto the **MARQUETTE**
NATIONAL BANK, a National Banking Association of 6316 S. Western Ave., Chicago, Illinois, as
 Trustee under the provisions of a trust agreement dated the **16th** day of **December** 1985,
 known as Trust Number **11246**, the following described real estate in the County of
Cook and State of Illinois, to-wit: **Rider Attached**

Exempt under provisions of Paragraph _____, Section 4,
 Real Estate Transfer Tax Act
 Date **12/21/85**
 Buyer, Seller or Representative **Sharon M. Hayne**

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TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, high-
 ways or alleys and to vacate any subdivisions of part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any
 terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or suc-
 cessors 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 property, or any
 part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or futuro, and upon any terms and
 for any period, or periods of time, not exceeding in the case of any single demise 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 lease, and the terms and provisions thereof at any one 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 said property, 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 on, to, out of or in said premises or any part thereof, and to deal with said property 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 speci-
 fied, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold,
 leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see
 that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be
 conclusive evidence in favor of every person relying upon or claiming under it, so long as such conveyance or other instrument was executed in accordance with the
 trusts, conditions and limitations contained in this indenture and in said trust agreement and in some amendment thereof and binding upon all beneficiaries thereunder, (it
 that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and that 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, au-
 thorities, duties and obligations of its, his or their predecessor in trust).

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, assets and proceeds arising from
 the sale or 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 the earnings, assets and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered in the Register of Deeds or not, it 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 waives **s** and releases **s** any and all prior 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.

In Witness Whereof, the grantor **John M. Gutrich** hereunto set **his** hand **and** seal

this **16th** day of **December** 19 **85**

(Seal) **John M. Gutrich** (Seal)

(Seal) (Seal)

Prepared By: **Sharon M. Hayne, Marquette National Bank**
6316 S. Western Ave., Chicago, Ill. 60636

State of **Illinois** } I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that
 County of **Cook** } SS: **John M. Gutrich, a bachelor**

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 **he** signed, sealed

and delivered the said instrument as **his** free and voluntary act, for the uses and purposes therein set forth,

including the release and the waiver of the right of homestead

Given under my hand and notarial seal this **21st** day of **December** 19 **85**

JOYCE SCHREINER **Joyce Schreiner**
 Commission Expires **October 23, 1988** Notary Public

FOR INFORMATION ONLY
 INSURE STREET ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE
33 Cour D'Alene, Palos Hills, Ill.

FOR RECORDERS USE ONLY

DELIVERY INSTRUCTIONS
MARQUETTE NATIONAL BANK
6316 South Western Avenue
CHICAGO, ILLINOIS 60636
 OR
BOX 300

UNOFFICIAL COPY

Unit No. 2: The West 28.00 feet of the East 58.06 feet of Area No. 4, in Lot 8 of Palos Riviera Unit No. 3, being a Subdivision of part of the North 1/2 of Section 23, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. Subject to: (a) Covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways; (c) party wall rights and agreements; (d) general taxes for the year 1972 and subsequent years; and to Riviera in Palos Improvement Association Declaration of Covenants and Restrictions, Doc. No. 20609160, Recorded 9/9/68 and those Declarations and Matters contained in the Plat of Subdivision of Palos Riviera Unit No. 3, Doc. No. 20620629, Recorded 9/14/71. The Grantor hereby grants, conveys and transfers to the Purchasers herein, all the rights and interests given to a purchaser of a unit as contained in a certain Declaration of Covenants and Restrictions by Prestige Construction Co., Inc. recorded as Document No. 20609160, including but not limited to common areas, easements, parking or recreational areas.

33 Cour D'Alene, Palos Hills, Ill.

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P. I. # 23-23-101-105 *GH*

Property of Cook County Clerk's Office

REC-30-23 33276 * 85342698 * A -- Rec

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