

# UNOFFICIAL COPY

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QUIT CLAIM DEED IN TRUST

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Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act.

Date: 9/19/86  
Buyer, Seller or Representative: *Sandra T. Russell*

100-99-01

THIS INDENTURE WITNESSETH, That the Grantor, **Sandra T. Russell, a Femme D'Sol** 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 **FORD CITY BANK AND TRUST CO.** a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the **12th** day of **March**, **1986**, and known as Trust Number **4533**, the following described real estate in the County of **Cook** and State of Illinois, to wit: **Lots 351 and 371 in Timbers Edge IIB, a Subdivision of part of the North East 1/4 of Section 34, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.**

11.00

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1986 SEP 30 PM 12:53

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- ✓ PERMANENT TAX NOS: 27-34-206-018 and 27-34-206-038
- ✓ PROPERTY ADDRESS: Lot 351 Rosewood Drive, Tinley Park 60477  
Lot 371 Oakwood Drive, Tinley Park 60477

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, to 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 vacate any subdivision of part thereof, and to redivide said real estate as often as he deems fit, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with 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 on all of the title, estate, powers and authorities vested in said Trustee, to mortgage, to hypothecate, to mortgage 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 leases to commence in present or in future, at his own option, for any period or periods of time, not exceeding in the case of any single demise the term of 198 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 living the amount of present or future rentals, to partition or to exchange said real estate, 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 in connection with 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 would be lawful for any person so empowered to do 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, 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 proceeds of money, rents or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, title, title or expediency of any act of said Trustee, or be obliged to investigate or 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 or lease or other instrument. (a) That at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was of full force and effect, (b) that such conveyance or lease or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement and in all amendments, 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 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 the trust.

This conveyance is made upon the express understanding and condition that neither Ford City Bank and Trust Co., individually or as Trustee, nor its successors or assigns in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything that 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 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 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 purpose, or at the direction 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 insofar 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 who know or 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 solely in the earnings, assets 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 benefit, any 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, the intention hereof being to vest in said Ford City Bank and Trust Co. the entire legal and equitable title in 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 Registrar of Titles is hereby directed not to register or note in the certificate of title or to issue therefor, or memorial, the words "in trust," or "upon conditions," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust hereby expressed to exist and release any and all right of 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 of otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 12th day of September, 1986.  
This instrument prepared by: (SEAL) *Sandra T. Russell* (SEAL)  
Frank W. Gasior, Attorney  
2110 Western Ave.  
Olympia Fields, IL 60461 (SEAL) *Sandra T. Russell* (SEAL)

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 **Sandra T. Russell**, a Femme D'Sol

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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this 19th day of September, 1986.

*Sherrill L. Santer*  
Notary Public

GRANTEE

MAIL TO:

FORD CITY BANK and Trust Co.  
ACORN FAYLOR BANK  
7601 SOUTH DEERFIELD ROAD  
CHICAGO, ILL. 60647

For information only, mail direct address to the above address.

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