

UNOFFICIAL COPY

DEED IN TRUST

86164193

APR 28 PM 1:19 86164193

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, PALOS BANK AND TRUST COMPANY AS TRUSTEE UNDER 'TRUST AGREEMENT' DATED 6/30/82 AND KNOWN AS TRUST #1-1936 of the County of Cook and State of Illinois, for and in consideration of the sum of ten dollars and no/100-----(\$10.00)-----Dollars(\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant---unto BREMEN BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 8th day of April 19 86, and known as Trust Number 86-2709, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 3 in Wedgwood Trails, a subdivision of part of the Southwest 1/4 of Section 9, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

a/k/a 10335 W. 147th Street, Orland Park, IL.

P.T.N.: 27-09-312 003 77

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TO HAVE AND TO HOLD the said real estate with the covenants, 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 and to create any subdivision or part thereof, and to execute all instruments and to execute all real estate or any part thereof in a purchase or purchase in trust for such purpose or purposes in that all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, from time to time, in possession or reversion, by lease in possession or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 100 years, and to execute or extend any lease and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract with any person and to grant options to lease and options to purchase the whole or any part of the premises 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 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 appurtenant to said real estate or any part thereof, and to deal with said real estate and other parts 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 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 this trust 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 institute 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, lease or other instrument (all 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) 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 all amendments thereof, if any, and binding upon all persons (including the Registrar of Titles of said county, or any successor in trust, or any person authorized and empowered to execute and deliver any such deed, trust deed, lease, mortgage or other instrument) and (b) 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 said Trustee or their predecessor 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 shall incur any personal liability or be subjected to any claim, judgment or decree for applying 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 therein, or for injury to person or property happening in or about said real estate, and all such liability being hereby expressly averted 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, legally authorized for such purposes, 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 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 whatsoever 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, 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 as such but only an interest in earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said Bremen Bank And Trust Company 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 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 and releases any and all right or benefit under and by virtue of a 1/2 and all statutes of the State of Illinois, providing for exemption of homestead from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set its hand and seal this 18th day of April 19 86 PALOS BANK AND TRUST COMPANY AS TRUSTEE UNDER BY: Joseph D. Marszalek/ TRUST OFFICER (TRUST AGREEMENT DATED 6/30/82 and KNOWN AS TRUST #1-1936 AND NOT PERSONALLY)

STATE OF ILLINOIS } Michele Hofstra, a Notary Public in and for said County of COOK } County, in the State aforesaid, do hereby certify that Joseph D. Marszalek, Trust Officer of the Palos Bank and Trust Company

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 waiver of the right of homestead. GIVEN under my hand and notarial seal this 18th day of April 19 86 D. 86 19 Michele Hofstra Notary Public. My commission expires October 18, 1988

COOK NO. 016 1619
STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE 9 5 25

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REAL ESTATE TRANSFER TAX DEPT. OF REVENUE 9 5 25

Document Number 86164193

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

10335 W. 147th Street, Orland Park For information only (insert street address of above described property)

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Property of Cook County Clerk's Office

Mailed:

James Gaslunger
9045 W 143rd St
Orland Park Ill 60462

BOX 333-CA

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