

UNOFFICIAL COPY

QUIT CLAIM DEED IN TRUST

1986 MAY -2 AM 10: 18

86172732

STATE BANK OF COUNTRYSIDE

The above space is for recorder's use only.

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THIS INDENTURE WITNESSETH, That the Grantor, JANICE L. KAHNE, Divorced and not remarried, of the County of Cook, and State of Illinois for and in consideration of TEN and no/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Conveys and Quit Claims unto State Bank of Countryside an Illinois banking corporation, whose address is 6724 Joliet Road, Countryside, Illinois 60525, as Trustee under the provisions of a trust agreement dated 17th day of March, 19 86, known as Trust Number 152 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 22 and 23 in Block 75 in Frederick H. Bartlett's Sixth Addition to Bartlett's Highlands in the North West 1/4 of Section 18, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY ADDRESS: 5544 South Oak Park Avenue, Chicago, IL 60638

15-18-107-032-0000 23

15-18-107-033-0000-22 2P

VOLUME NUMBER: 396

PERMANENT TAX NUMBER:

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 purchase, manage, protect and defend said premises of any part thereof, dedicate parks, streets, highways or alleys and to vacate any subdivision of part thereof, and to do all things which said trustee as often as desired, to contract to sell, to grant option to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises of 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 of 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, to possession or reversion, by lease for centuries in perpetuity or for years, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 198 years, and to renew or extend lease 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 time or times hereafter, to contract to make lease 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 rents, 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 in connection with said premises of any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it may deem proper and shall for any person viewing 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 in relation to 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 or be necessary or expedient 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 relating to said premises, or any part thereof, conveyed, leased or otherwise encumbered by said trustee, and 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, and that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder. It is that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and that if the conveyance is made in 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 or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither State Bank of Countryside, individually or as trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or order of court, including any order of court, for any thing done by them or their agents or attorneys in and 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, 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 suffered into by it in the name of the then beneficiary and of said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the direction of the Trustee in its own name, as Trustee of a 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

This interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails 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, or any part thereof, or any part of the earnings, avails and proceeds thereof, or any part thereof, or any part of the proceeds of the sale of the above land in view of hereafter repaid. The Register of Deeds is hereby directed not to register or note in the certificate of title or duplicate thereof, or in record, 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 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 above said has hereunto set hand and seal this 24th day of March, 1986.

(SEAL) JANICE L. KAHNE (SEAL)

JANICE L. KAHNE

(SEAL)

THIS INSTRUMENT WAS PREPARED BY: GABRIEL J. BARRETT, 9235 South Turner Avenue, Evergreen Park, IL 60642

State of ILLINOIS I, Susan L. Cooper a Notary Public in and for said County, in County of COOK ss. the state aforesaid, do hereby certify that JANICE L. KAHNE, Divorced, and not remarried,

personally known to me to be the same person whose name is she 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 23rd day of April, 1986

Susan L. Cooper Notary Public

MY COMMISSION EXPIRES

After recording return to:

MAIL STATE BANK OF COUNTRYSIDE 6724 Joliet Road Countryside, Illinois 60525

Box 333

For information only insert street address of above described property.

Record from ILLIANA FINANCIAL, INC (312) 968 0000

Exempt from taxation under Section 4, Paragraph (3) of Real Estate Transfer Act. Dated: 4/23/86 By: Buyer/Seller or Representative

86172732

Document Number

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COOK COUNTY CLERK'S OFFICE