

UNOFFICIAL COPY

TRUSTEE'S QUIT-CLAIM DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE, made this 21st day of March, 1980 HERITAGE STANDARD BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said corporation in pursuance of a certain Trust Agreement, dated the 1st day of April, 1977, and known as Trust Number 5267, party of the first part, and Marquette

National Bank as Trustee under the provisions of a certain Trust Agreement, dated the 12th day of December, 1983, and known as Trust Number 10707, party of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of \$ 10.00 Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

Lot 5 in Gallagher & Henry's Ishmael Unit 6, being a Subdivision of the West 1/2 of the Northwest 1/4 of Section 1, Township 36 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded August 2, 1984 as Document 27197306, in Cook County, Illinois.

107-005
FIN: 27-01-107-005-0000 RP

Common Address: 7800 Teton Road Orland Park, Illinois 60462

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP MAY 18 '85
12-11432
23.25

Subject to: General real estate taxes for the year 1985 and subsequent years.

together with the tenements and appurtenances thereto belonging

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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 or homesteads from sale on execution or otherwise.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to the Trust Agreement and in the exercise of the power and authority granted to and vested in it by the terms of said Deed of Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the lien of all trust deeds and/or mortgages upon said real estate, if any, recorded or to be recorded in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereon affixed, and has caused its name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

HERITAGE STANDARD BANK AND TRUST COMPANY

as Trustee, as aforesaid, and not personally.

By Thomas G. Clifford, Trust Company Vice President
Attest Pamela L. Bergman, Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named HERITAGE STANDARD BANK AND TRUST COMPANY, an Illinois corporation, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person or acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Heritage Standard Bank and Trust Company caused the corporate seal of said Heritage Standard Bank and Trust Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth.

Given under my hand and Notary Seal.

This instrument prepared by: SHARON HANSEN, Heritage Standard Bank and Trust Company, 2400 West 99th Street, Evergreen Park, IL 60442

Date: March 24, 1980

Notary Public: Karen Ryan

DELIVERY INSTRUCTIONS
NAME: Marquette National Bank
STREET: 6316 South Western Avenue
CITY: Chicago, Illinois 60636
OR 300

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

RE stamps

This space for a

Document Number 86196256

UNOFFICIAL COPY

DEPT-91 RECORDING 11:22:00
T83333 TRAM 4406 05/14/86 11:22:00
87653 9 4 4-86-1-4-3547

Property

86196255

86196255

MAIL

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to discharge debts, taxes, mortgages or liens, to vacate any subdivision or part thereof, and to redivide said real estate as often as he deems proper, to grant, sell, to grant, options to purchase, to sell on any terms, to convey either with or without consideration, to convey with or without consideration 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 vested in said Trustee, to donate, to dedicate, to mortgage, pledge 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 lease to commence in possession in person or in factors, and upon any terms and for any period or periods of time, not exceeding in the case of any lease the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to demand, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to grant leases and to grant options to lease and option to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of funding 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 adjacent to said real estate or any part thereof, and to do all such other acts and things as may be necessary or proper to carry out the purposes and intent of this deed, and to do all such other acts and things as may be necessary or proper to carry out the purposes and intent of this deed.

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 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, and shall be binding upon all beneficiaries contained in this instrument, and in all amendments thereto, if any, and binding upon all beneficiaries, conditions and limitations hereunder, (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 successor in trust, that such successor or successor in trust has been properly appointed and are fully vested with all the title, estate, powers, rights, authority, duties and obligations of us, his or their predecessor in trust.

This conveyance is made upon the terms and conditions and conditions hereinafter set forth, individually or in Trust, not in succession or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything in or they or he 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 amendments thereto, or the injury to person 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 him in the name of the then beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in his own name, as Trustee of an estate 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.

The interest of each and every beneficiary hereunder and under said Trust Agreement and 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 hereby declared to be personal property, and no beneficiary hereunder shall have any right, title or interest, legal or equitable, in or to said real estate or such, but only as respects the earnings, rents and proceeds arising from the sale or any other disposition of said real estate, and such interest shall be held in trust for the beneficiaries named herein, and to all of them in equal shares, as provided herein.

If the title to any of the above real estate is now or hereafter registered, the Register of Deeds is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "with conditions," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.