

DEED IN TRUST

UNOFFICIAL COPY

86275578

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, ANTONIA EBELING, A Single Person of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto HERITAGE COUNTY BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 12th day of June 19 86, and known as Trust Number 2848, the following described real estate in the County of COOK and State of Illinois, to-wit:

12.00

35-100-020

TO HAVE AND TO HOLD the above real estate 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 real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said real estate 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 real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the life, 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 leases to commence in present or in 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 leases and the terms and provisions thereof at any time or times hereafter, to contract to make lease and options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract to purchase 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 easement appurtenant to 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 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 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, (a) 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, (b) 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 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 its, his or their predecessor or predecessors.

This conveyance is made upon the express understanding and condition that neither Heritage Bank and Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its 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 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 it 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 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 to the trust property in 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 of all persons claiming under them or any of them shall be only in the earnings, avails 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 the earnings, avails and proceeds thereof as aforesaid the intention hereof being to vest in said Heritage 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 advised 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 any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 12th day of June 19 86.

Antonia Ebeling

This space for affixing Riders and Revenue Stamp

EXEMPT OF PROVISIONS OF PARAGRAPH E, SECTION 4 OF REAL ESTATE TRANSFER TAX ACT.

Date 6-12-86 Antonia Ebeling

STATE OF Illinois } I, Darlene Donahue, a Notary Public in and for said County of COOK } County, in the State aforesaid, do hereby certify that Antonia Ebeling, a single person

personally known to me to be the same person, whose name is BO, 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 own 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 12th day of June, A. D. 1986.

Darlene Donahue

Notary Public

My commission expires April 4, 1987.

Document Number

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RETURN TO: HERITAGE COUNTY BANK AND TRUST COMPANY Box 451

3655 W. 127th St., Alsip, IL.

For information only insert street address of above described property.

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LEGAL DESCRIPTION PIN

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THE EAST 200 FEET OF LOT 1 IS ALSO INDUSTRIAL PARK, TRACT NO. 1, UNDER A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDARY WITH THE WEST 1/2 OF VACATED WILLARD AVENUE LYING EAST AND ADJACENT TO SAID LOT 1; ALSO, THAT PART OF LOT 1 IN CLARK OIL AND REFINING CORPORATION, A SUBDIVISION IN SECTION 25, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH FALLS NORTH OF A LINE WHICH IS 300 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 AND WEST OF A LINE WHICH IS 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 20 ACRES OF THE NORTHWEST 1/4 OF SAID SECTION, EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 120.01 FEET TO A POINT; THENCE EAST ALONG A LINE LYING 120 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 33.06 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID LOT 1, SAID POINT LYING 120.01 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1 (AS MEASURED ALONG SAID EAST LINE); THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 120.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 33.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

1986 JUN -3 PM 1:57

COOK COUNTY CLERK'S OFFICE
PROPERTY RECORDS

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