UNOFFICIAL COPY

DEED IN TRUST

86299935

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, NORMAN JACOBUS

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 16th

day of Aoruk 19 85, and known as Trust Number 2674, the following

described real estate in the County of COOK and State of Illinois, to-wit:

The South 1/2 of Lot 2 and all of Lot 3 in Block 9 in Second Addition to West Pullman, being the West 1/2 of the South West 1/4 of Section 28, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 25-28-319-055 MC

TO HAVE AND TO HOLD the said 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 resubdivide 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 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 leases to commence in praesenti 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 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 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 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 in relation to said real estate, or any part thereof, 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 its successor or successors 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 in trust.

This conveyance is made upon the express understanding and condition that neither Heritage Bank and Trust Company individually nor said Trustee nor its successor or successors in trust shall incur any personal liability or be subject 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 injuries 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 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 insofar as 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 indenture from the date of 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 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 directed not to register or note on 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 waive and release 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 his hand and seal this 1st day of July 19 86.

Norman Jacobus [SEAL] [SEAL]

[SEAL] [SEAL]

STATE OF Illinois
County of Cook } ss

I, Darlene Donahue, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Norman Jacobus

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 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 1st day of July A.D. 19 86.

Darlene Donahue
Notary Public

My commission expires April 4, 1987.

RETURN TO:
HERITAGE COUNTY BANK AND TRUST COMPANY
Box 3Mx 451

12504 S. Wallace, Chicago, Il.
(Insert street address of described property)

THIS INSTRUMENT WAS PREPARED BY
DARLENE DONAHUE
12504 S. WALLACE AVE.
BLUE ISLAND, ILL. 60406

MAIL TO

This space for affixing Riders and Revenue Stamps

86299935

Document Number

86-299935

11.00 E

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

86299935