

DEED IN TRUST UNOFFICIAL COPY

The above space for recording purposes only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **ROBERT COSTELLO and ALICE L. COSTELLO**
 of the County of **Cook** his wife 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
 day of **March** 19**86**, and known as Trust Number _____, the following
 described real estate in the County of **Cook** and State of **Illinois**, to-wit:

Lot 11 in Block 2 in Alsip Gardens Second Addition, a Subdivision in the
 Northeast one-quarter of the Southwest one-quarter of Section 27, Township
 37 North, Range 13 East of the Third Principal Meridian, in Cook County,
 Illinois.

Tax I.D. # **4-27-304-011 m.c.**
 4510 West 123rd Place, Alsip, IL 60658-2608

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 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, on possession or reversion, by leases to commence in present or in future, and to renew or extend leases 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 in 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 dedicate, 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 purposes 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 otherwise disposed of by said Trustee, or any successor in trust, be obliged to give to the application of any purchase money, rent or money hereunder, or any part thereof, on said real estate, or be obliged to give the terms of this trust, have been complied with or be obliged to inquire into the authority, or ability, or responsibility, of any part of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, and every 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, as 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 trusts, conditions and limitations contained in this indenture and in said Trust Agreement, and all amendments thereof, if any, and binding upon all beneficiaries thereunder, and 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 that the conveyance 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, 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, or as Trustee, nor its successor or successors in trust shall incur any personal liability, or be subject to any claim, judgment or decree, or anything of or from any of its agents or attorneys may do or suffer, in connection with the said real estate, or any part thereof, or any of the provisions of this deed or Trust Agreement, or any amendment thereof, or for injury to person or property, happening in or about said real estate, and all such liabilities 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 attorneys in fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee in its own name, as if it were an express trust and not individually, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness, except in its capacity as the trust corporations whomsoever and whatsoever shall be charged with notice of this condition in the date of the filing hereof, and in this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them, if any, of them shall be only in the earnings, assets and proceeds arising from the sale of 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 said real estate, as such, but only an interest in the earnings, assets and proceeds thereof as a trust beneficiary hereunder, and the entire legal and equitable title in fee simple, in and to all of the real estate as here 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 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 **and** aforesaid hereunto set their hands and seals, this **5th** day of **March** 19**86**.

Robert Costello [SEAL] *Alice L. Costello* [SEAL]
 ROBERT COSTELLO ALICE L. COSTELLO

STATE OF **ILLINOIS**
 County of **COOK**

I, *Marion Brown*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **ROBERT COSTELLO and ALICE L. COSTELLO, his wife**

personally known to me to be the same persons whose name **S** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **they** signed, sealed and delivered the said instrument as **their**

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 **5th** day of **March** 19**86**.

Marion Brown
 Notary Public
 My commission expires **1987**

HERITAGE COUNTY BANK AND TRUST COMPANY
 Box 151
 THIS INSTRUMENT WAS PREPARED BY
EMILIE DONAHUE
 1230 S. WASHINGTON AVE.
 BLUE ISLAND, ILL 60406

4510 West 123rd Place, Alsip, IL 60658
 Notary Public's short street address of described property



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This space for affixing Reders and Revenue Stamp

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STATE OF ILLINOIS
 COUNTY OF COOK
 Notary Public
Marion Brown
 Notary Public
 My commission expires 1987

Document Number

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