

UNOFFICIAL COPY

DEED IN TRUST

1987 JUL 31 11 10 14

87421285

The above space for recorder's use only

13.00

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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Kathleen J. Murphy, a Spinster, 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 ~~quit-claims~~ Quit-Claims Heritage unto BREMEN BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 21st day of July 19 87, and known as Trust Number 87-3063, the following described real estate in the County of Cook and State of Illinois, to-wit:

Permanent Tax No: 27-23-200-003
 Pty Address: 8300-2W and 8300-G2W, 8300 160th Place, Tinley Park, Illinois

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, on any terms, to convey either with or without consideration, in 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, in lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or in future, and for any term and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend leases upon the same 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, or any easements or charges of any kind, to release, convey or assign any right, title or interest in or about or 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 to the terms of this trust have been complied with, or be obliged to inquire into the solvency, 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 instrument, and effect (b) that at the time of the delivery hereof the trust created by this Indenture and by said Trust Agreement was in full force and in said Trust Agreement or in all amendments thereof, if any, and binding upon all parties thereto, of that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument and (c) if the consequence is made to a successor or successors in trust, that such successor or successors in trust shall 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 conditions that neither Bremen Bank And Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected in any claim, judgment or decree for anything it or they or its 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 amendment therein, or for injury in 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 entered into by it in the name of the then beneficiary or trustee under 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 an express trust and not individually and the Trustee shall have no obligation whatsoever whatsoever 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 of all persons claiming under them or any of them shall be only in the earnings, profits 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 earnings, profits and proceeds thereof as aforesaid, the fraction hereof being to vest in said Bremen Bank And Trust Company the entire legal and equitable title in fee simple, in and in all of the real estate above described.

If the title in 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, surrenders 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 21st day of July 19 87.
 Kathleen J. Murphy (SEAL)
 Kathleen J. Murphy (SEAL)

STATE OF Illinois, I, Susan Lenart, a Notary Public in and for said County of Cook, do hereby certify that Kathleen J. Murphy, a Spinster,

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 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 21st day of July A. D. 19 87
 Susan Lenart
 Notary Public.
 My commission expires August 20, 1987

Exempt under provisions of Par # E, Sec 4, of the Real Estate Transfer Tax Act
 Date: 7/21/87 Signature: [Handwritten Signature]
 This space for affixing Riders and Revenue Stamp
 Instrument Number 87421285

GRANTEE: Heritage
 BREMEN BANK AND TRUST COMPANY
 17500 Oak Park Avenue
 Tinley Park, Illinois 60477

THIS INSTRUMENT PREPARED BY:
 ATTY. HARRY DE BRUYN, 12000 S. Harlem
 Avenue, Palos Heights, Illinois 60463

DEPOSIT IN BOX 137 (LADEWIG, HONDSCHEN & WAGNER, LTD.)

87421285

1300

Building 3 Unit 8300-2W, Garage Building 3 Garage Unit 8300-G2W in Clearview Condominium IX as delineated on a survey of the following described real estate: That part of the West half of the Northeast quarter of Section 23, Township 36 North, Range 12 and certain lots in Eagle Ridge Estates Unit 1, a subdivision of part of the Northeast quarter of Section 23, Township 36 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois which survey is attached as Exhibit "A" to Declaration of Condominium made by CLEARVIEW CONSTRUCTION CORPORATION, an Illinois Corporation, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document Number 87017438 together with its undivided percentage interest in the Common Elements.

Party of the first part also hereby grants to parties of the second part, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described herein.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length therein.

This Deed is conveyed on the conditional limitation that the percentage of ownership of said grantees in the common elements shall be divested pro tanto and vest in the grantees of the other units in accordance with the terms of said declaration and any amended declaration recorded pursuant thereto, and the right of revocation is also hereby reserved to the grantor herein to accomplish this result. The acceptance of this conveyance by the grantees shall be deemed an agreement within the contemplation of the Condominium Property Act of the State of Illinois to the effect that the Common Elements pursuant to said Declaration and to the other terms of said Declaration, which is hereby incorporated herein by reference thereto and to all the terms of each amended Declaration recorded pursuant thereto.

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