

DEED IN TRUST

UNOFFICIAL COPY

487530455

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Michael Kennedy, a single person, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN and 00/100 \$10,000.00 Dollars (\$ 10,000.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey, S. and Warrant unto BREMEN BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 15th day of July 1985, and known as Trust Number 85-2562, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOTS 13 AND 14 IN BLOCK 12 IN W.F. KAISER AND COMPANY'S ARBOR PARK SUBDIVISION IN SECTION 21, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN 28-21-222-011 {Lot 14} BAO an
28-21-222-012 {Lot 13}

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 by said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to delineate lots, streets, alleys and boundaries or parts thereof, and to resubdivide said real estate as often as desired, in 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 for or at all of the title, estate, powers and authorities vested in said Trustee, its donee, its donees, to dedicate, in 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, to lease to commence, to pre-lease, or to sub-lease, and to renew, for any period or periods of time, and to agree in writing to do any and all acts and things necessary to make, renew, extend, change or modify leases and the terms and provisions thereof, at any time or times hereafter, to contract to take leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the property 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 payment appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in any other way and for such other considerations as it would be lawful for any person owning or 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 title, 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 permitted 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, shall be binding upon the parties thereto, notwithstanding any provision contained therein purporting to limit the liability of the parties thereto, (a) by reason of any clause purporting to limit the liability of the parties thereto, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in effect, (c) that such conveyance or other instrument was executed by the Trustee and by said Trust Agreement was in full force and effect, (d) 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 thereto, if any, and binding upon all beneficiaries thereunder, (e) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, mortgage, lease or other instrument and (f) that the conveyance or transfer to a successor or executors in trust, or any successor in trust, is in property appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of (a), (b) or (c) predecessor in title.

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 to any claim, judgment or costs for anything it or they or it 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 thereto, or for injury 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 the sale, lease or mortgage of the said real estate, or any part thereof, shall be binding upon the Trustee, or any successor in trust, notwithstanding any provision contained in the instrument creating or purporting to create such liability, and the Trustee, or any successor in trust, shall not be liable in respect of 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 whosoever 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 garnishments, rents and proceeds arising from the sale of any other instrument of said real estate and any other property, personalty or realty, 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 Register 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, prohibiting the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has, this day of September 1987,

(S)igned _____
(S)igned _____
(S)igned _____

STATE OF Illinois
COUNTY OF Cook } I, Medard M. Narko, a Notary Public in and for said
a single person, County, in the State aforesaid, do hereby certify that Michael Kennedy,

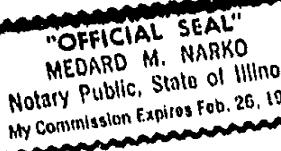
personally known to me to be the same person, whose name is _____
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his

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 notarized seal this 1st day of September A.D. 1987.

My commission expires Sept. 26, 1988.

Notary Public.



This space for Filing, Rider and Revenue Stamps

Exempt from State and County Revenue Stamps under provisions of
paragraph 4, Section 4, Real Estate Transfer Tax Act.

Dated: 9-1-87

Document Number
454038528

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

Lots 13 & 14
162nd & 60th Avenues 60452
For information only insert street address of
above described property.

UNOFFICIAL COPY

RECEIVED

COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE
RECEIVED
RECORDED
DEPT-91 RECORDING FEE \$12.25
740222 - TRAN 4293 07/27/01 11:22:00
82802 # 38 H - 07 87530455
COOK COUNTY RECORDER

Property of Cook County Clerk's Office
87530455

