

# UNOFFICIAL COPY 87587097

## DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR,  
Daniel Temko and Susan Temko, his wife

of the County of Cook and State of Illinois, for and in consideration  
of the sum of Ten and no/100ths Dollars (\$ 10.00).  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and  
Warrant unto BRIDGEVIEW BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a  
certain Trust Agreement, dated the 13th day of October, 19 87, and known as Trust Number 1-1616.  
the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 291 in Frank DeLugach's 71st Street Highlands being a Subdivision of that  
part of the West 1/2 of the Northwest 1/4 of Section 30, Township 38 North,  
Range 13, East of the East Line of the Railroad Right-of-Way, in Cook County,  
Illinois\*\*\*\*, <sup>1989</sup>  
C.A.O.

P.I.N. 19-30-113-009-0000 Dm.

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 temporary, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to make any subdivision or part thereof, and to lease, divide and 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 leases 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 by any person or persons, 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 lease, to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 190 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 parts of the revision 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, 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 person or persons in trust, to be obliged to accept the application of any purchase money, rental money, borrowed or advanced on said real estate, or be obliged to accept the terms of any trust or trust deed, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged to provide for the payment of any amount due on any 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, 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, that such conveyance, lease or other instrument was executed in accordance with the trusts, conditions and covenants contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereafter, that the 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 is made for 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, or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Bridgeview Bank and Trust Company individually or as Trustee, nor its successor or successors in trust shall incur any personal liability to be subjected to any claim, judgment or decree for anything or for them or for any of 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 person or property happening in or about the same, except 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 him in the name of the then beneficiaries under said Trust Agreement as their attorney in fact, attorney-in-fact, agent or factor, or for such purpose, 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 personal liability with respect 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 apply), 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 in 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, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Bridgeview 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, and not to record 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, S, affixed hereto and hereunto set their hand S and seal S this 13th day of October, 1987. Susan Temko (SEAL) Susan Temko (SEAL)

STATE OF Illinois Edwina Gaskin a Notary Public and for said  
County of Cook, County in the State aforesaid, do hereby certify that  
Daniel Temko and Susan Temko, his wife

Personally known to me to be the same person S, whose name S are subscribed to the foregoing instrument  
appeared before me this day in person and acknowledged that they have 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 13th day of October A.D. 19 87.

Notary Public  
My Commission expires July 16, 1991

GRANTEE:  
BRIDGEVIEW BANK AND TRUST COMPANY  
7940 South Harlem Avenue  
Bridgeview, Illinois 60455

7011 West 74th Street, Chicago, IL 60638  
For information only insert street address of  
above described property

This instrument was prepared by  
James W. Haleas, Attorney at Law  
7940 South Harlem  
Bridgeview, IL 60455

BOX 206

RECORDED

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$12.00  
T#2222 TRAN 0559 10/30/87 11:26:00  
#5892 # 1B \*-87-587097  
COOK COUNTY RECORDER



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