

UNOFFICIAL COPY

DEED IN TRUST

87154536

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **CAROL J. HENKE**, a spinster of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **TEN AND NO/100** Dollars (\$ **10.000**), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto **BREMEN BANK AND TRUST COMPANY**, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the **4th** day of **September** 19**86**, and known as Trust Number **86-2825**, the following

described real estate in the County of **Cook** and State of **Illinois**, to-wit: **An Undivided One-half Interest in the following: That part of the South West Quarter of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at a point 33 Feet West of the Stone at the South Quarter Corner of said Section and running thence West on the South Line of said Section 1107 Feet to the Southerly Line of Hickory Avenue; Thence North Easterly along the Southerly Line of said Hickory Avenue 1330 Feet; Thence South on a line parallel with the West Line of said Section 605.3 Feet to the place of beginning (except however from said premises the West 2 acres thereof and except also therefrom the East 150 Feet of the South 433 Feet thereof) in Cook County, Illinois.**

PTN: 28-30-314-012-0000

AKA: 6811 Hickory St

Tinley Park IL 60477

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 and alleys and to vacate any subdivision or part thereof, and to reestablish said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey said real estate or any part thereof, 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 lease to commence in the present or in future, and within any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 108 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 lease 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 filing 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 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 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 hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, mortgage or other instrument and (d) that the foregoing instrument 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 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 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 of any Trust Agreement or any amendment thereof, or for injury to person 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 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, avails 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 avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Bremen 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 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 **X**, hereby expressly waives **S**, and releases **S**, 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 **X** aforesaid has **S** hereunto set **her** name and seal this **25th** day of **September** 19**86**

CAROL J. HENKE (SEAL) **CAROL J. HENKE** (SEAL)

STATE OF **Illinois** } **JOHN M. CANNON**, a Notary Public in and for said County of **Will** } do hereby certify that **CAROL J. HENKE**, a spinster

Document Prepared by **John M. Cannon**, Attorney, 17730 S. Oak Park Ave., Tinley Park, IL 60477. personally known to me to be the same person **X** whose name is **she** 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 **MY** seal this **25th** day of **September** A. D., 19**86**

John M. Cannon Notary Public. My commission expires **July 7, 1987**

GRANTEE: **(MAIL TO) BREMEN BANK AND TRUST COMPANY** 17500 Oak Park Avenue Tinley Park, Illinois 60477 **6811 Hickory St. Tinley Park, IL 60477** For information only insert street address of above described property.

Exempt under provisions of paragraph 10-3-86 Real Estate Transfer Tax Act Date **John M. Cannon, Attorney** BUYER'S SEEL FOR OF PARAPROFESSIVE SECTION 4

11.00

87154536

2882
70 73 017

UNOFFICIAL COPY

Property of Cook County Clerk's Office

FILED
MAR 24 PM 12:07

07154536