

UNOFFICIAL COPY 87199677

DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR,

FRANK W. BURNETTE and DONNA J. BURNETTE, 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, UNIO BRIDGEVIEW BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a
 certain Trust Agreement, dated the 6th day of July, 1979, and known as Trust Number I-0713,
 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 4 in Colonades, being a Subdivision of part of the South 1/2 of
 the SouthEast 1/4 of SEction 13, Township 36 North, Range 12,
 East of the Third Principal Meridian, in Cook County, Illinois.***

P.I.N. 27-13-406-046-0000

DEPT-91 RECORDING

T#1111 TRAN #910 04/15/87 10:20:00

#2475 # 64 *--87--199677

COOK COUNTY RECORDER

67-CO DK 87199677

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 create any subdivision or part thereof, and to divide said real estate as often as desired, to contract to sell, to grant options to purchase, to convey 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 mortgage, 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 leases to commence in present or in futuro, and upon any terms 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 any terms 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 any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, 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, to grant easements or charges of any kind, to release, convey or assign any right title or interest in or about or easements appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereto 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 any of the terms of said Trust Agreement, and every deed, mortgag, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate, shall be conclusive evidence in law of every person dealing with the Registrar of Titles (or 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, lease or other instrument (c) that the trust created by this Indenture and by said Trust Agreement was in full force and effect, (d) that such conveyance, lease or other instrument was executed in accordance with the trust 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, trust, lease, mortgage or other instrument and (f) that the conveyance is made to a success or 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 Bridgeview Bank and Trust Company individually or as Trustee, nor its successor in trust, shall incur any personal liability, or be subjected to any claim, judgment or decree for any sum, 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 thereto, or for any damages to persons or property happening in or about said real estate, or 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, their attorney in fact, or attorney specially appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust, 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 whomever and whatsoever shall be charged with notice of this condition from the date of the filing or 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, assets 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 of interest, legal or equitable, in or to said real estate, or such only an interest in earnings, assets and proceeds thereof as arises out of 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, or make 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 S, 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, otherwise.

In Witness Whereof, the grantor S, above named, have hereto set their hands Frank W. Burnette and Edwina Gaskin, the 10th day of April, 1987.

(SEAL) (SEAL) (SEAL) (SEAL)

Frank W. Burnette Donna J. Burnette (SEAL) (SEAL)

STATE OF Illinois County of Cook, County in the State aforesaid, do hereby certify that FRANK W. BURNETTE and DONNA J. BURNETTE, 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 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.

GIVES S under my hand and Notarial Seal this 10th day of April, A.D. 1987.

Edwina Gaskin Notary Public
My commission expires June 28, 1987

GRANTEE:
BRIDGEVIEW BANK AND TRUST COMPANY
 7940 South Harlem Avenue
 Bridgeview, Illinois 60455
BOX 206

7420 West 157th Street, Orland Park, IL.
 For information only insert street address of
 above described property

This instrument was prepared by
James W. Haleas, Attorney At Law
 7940 South Harlem Avenue
 Bridgeview, Illinois 60455

Exempt Under Provisions of Paragraph L
Buyer, Seller or Representative
section 4, Real Estate Transfer Tax Act
4-11-87
Date

44-87
Document Number
22-966128