

DEED IN TRUST

The above space for recorder's use only

51142583 PAC

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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, James L. Smithberg and Nancy K. Smithberg, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00), 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 30th day of April 19 87, and known as Trust Number 87-2987, the following

described real estate in the County of Cook and State of Illinois, to-wit: THE NORTH 100 FEET OF THE SOUTH 300 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND RUNNING THENCE WEST ALONG THE SOUTH LINE THEREOF 316.50 FEET; THENCE NORTH 880.0 FEET TO A POINT BEING 316.37 FEET WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; 316.37 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 880.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 16650 South Oak Park Avenue, Tinley Park, IL 60477 Permanent Index Number: 28-19-300-019

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 redivide said 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 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 leases to commence in present or in future, and on any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 199 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 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 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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder; (c) that said Trustee, or any successor in trust, was fully authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument and (d) if the conveyance 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 it, 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 Trust Agreement or any amendment thereto, 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 in 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 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 to 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 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, James L. Smithberg and Nancy K. Smithberg, hereunto set their hands and seals this 6th day of MAY 19 87. James L. Smithberg (SEAL) Nancy K. Smithberg (SEAL)

STATE OF Illinois } 1. Carl J. Vandenberg } Notary Public in and for said County of Cook } County, in the State aforesaid, do hereby certify that James L. Smithberg and Nancy K. Smithberg, his wife

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 they signed, sealed and delivered the said instrument as a 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 seal this 6th day of MAY A. D. 19 87. Carl J. Vandenberg Notary Public.

My Commission Expires 4/30/91 Notary Public, State of Illinois Carl J. Vandenberg OFFICIAL SEAL

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

For information only insert street address of above described property.

87262490

This space for affixing Riders and Revenue Stamps

Increment Number

UNOFFICIAL COPY

Property of Cook County Clerk's Office

87262490



Return to
Comptroller Bottomhansen
17500 S. Oak Park, IL 60477
Tulley Park, IL 60477

COOK COUNTY CLERK'S OFFICE
JAN 11 2011 10:00 AM
17500 S. OAK PARK, IL 60477

UNOFFICIAL COPY

87262490

AFFIDAVIT FOR PURPOSE OF PLAT ACT

State of Illinois)
) SS
County of Cook)

JAMES L. SMITHBERG, being first duly sworn on oath deposes and says that:

1. Affiant resides at 16952 GAYNELLE, TINLEY PARK, IL.
2. That he is one of the grantors in a deed dated the _____ day of _____, 1987, conveying the premises described on the attached exhibit "A".
3. That the instrument aforesaid is exempt from the provisions of "An Act to Revise the Law in Relation of Plats" approved March 31, 1874, as amended, for the reason that:
 - a) ~~The instrument affects a division of land into _____ parts, each of which is five acres or more in size, and does not involve any new streets or easements of access.~~
 - b) The instrument aforesaid is a conveyance of an existing parcel or tract of land, the same having been acquired by the grantors in the above mentioned deed by deed recorded February 18, 1987 and the grantors own no adjacent contiguous land.
 - c) ~~The instrument makes a division of a lot or block in a recorded subdivision to - wit:~~

Further affiant sayeth not.

James L. Smithberg

Subscribed and sworn to
before me this 6th day
of May, 1987.

Carl J. Vandenberg
Notary Public



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11/11/11

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THE NORTH 100 FEET OF THE SOUTH 300 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND RUNNING THENCE WEST ALONG THE SOUTH LINE THEREOF, 316.50 FEET; THENCE NORTH 880.0 FEET TO A POINT BEING 316.37 FEET WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; 316.37 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 880.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$13.25
T#4444 FROM 1546 05/13/07 14:34:00
#7379 # 13 06-13-07 11:24:50
COOK COUNTY RECORDER

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13 Mail

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