

DEED IN TRUST

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THIS INDENTURE WITNESSETH, THAT THE GRANTORS, BRIAN M. BOYLE and CAROL BOYLE, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN and no/100 Dollars \$ 10.00 in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged. Convey quit claim - and unto HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 4th day of October 19 88, and known as Trust Number 88-3460, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 354 in Southfield, a subdivision of part of the Northwest 1/4 and part of the North 1/2 of the Southwest 1/4 of Section 6, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 24-06-117-004

88-105765

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, map, lay, plat and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any portion of part thereof, and to reacquire 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 such successor or successors in trust all of the title, estate, power and authorities vested in said Trustee, to devote, 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 perpetuity or for term, to lease to successors or persons or in future, and upon any terms and for any period or periods of time, and to vary, in the case of any single demise the term of 100 years, and to renew or extend leases upon any terms and for any periods 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 real estate 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 could be lawful for any person owning the same to deal with the same, whether similar or in difference 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 received 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 validity, necessity or expediency of any act of said Trustee, or be obliged or privileged to see that 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, 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 said deed, mortgage 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 or any parts thereof, if any, and binding upon all beneficiaries hereunder, to that 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 if the compliance 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 the, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that Heritage Trust Company, individually or as Trustee for its successor or successors in trust shall owe no personal liability or be subjected to any claim, judgment or decree for anything it or they do or do not do 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 instrument thereof or for injury to person or property happening in or about said real estate, any and all such liability being expressly waived and released. Any such act, 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 they relate to the property and funds of the actual possessor 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 earnings, assets and proceeds arising from the sale of 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 such earnings, assets and proceeds thereof as aforesaid, the interest hereof being to vest in said Heritage Trust Company the entire legal and equitable title in fee simple, in and to the said real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is herein directed 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 law 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 Brian M. Boyle and Carol Boyle, hereunto set their hand S and seal S this 25th day of October 1988. Brian M. Boyle, Carol Boyle

STATE OF Illinois County of Cook. I, Betty M. Gonzalez, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that BRIAN M. BOYLE and CAROL BOYLE

personally known to me to be the same person S whose name S are submitted 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.

GIVEN under my hand and seal this 25th day of October 1988.

Betty M. Gonzalez, Notary Public, My commission expires...

GRANTEE: HERITAGE TRUST COMPANY 17500 Oak Park Avenue Tinley Park, Illinois 60477

7101 West Cambridge Bridgeview, Illinois 60455

This Document Prepared By: Thomas J. Swabowski 230 West Monroe, Suite 2200 Chicago, IL 60606

This page for affixing (Stamps and Revenue Stamp) 10/25/88

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JAN 10 1988

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330 W. Monroe 2200  
Chicago, IL 60606



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