

# UNOFFICIAL COPY

## WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantor, Mary Beth Dougherty, a Spinster,

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 s and Warrant s unto State Bank of Countryside a banking corporation duly organized and existing  
under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as  
Trustee under the provisions of a certain Trust Agreement, dated the 20th day of January, 1988,  
and known as Trust Number 88-394, the following described real estate in the County of Cook  
and State of Illinois, to-wit:

See attached legal description

Permanent Index No. 27-07-300-002 44

88028965

Property: 14813 Oak St.  
Orland Park, IL.

60402

### SUBJECT TO

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, alleys and to vacate any subdivision parts thereof and to re-subdivide said real estate or any part thereof, to sell or lease said real estate or any part thereof to any person or persons to whom it may be sold or otherwise transferred, to sell on any terms, to convey either with or without consideration, to convey and deed title of 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 years, now or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 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 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 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 monies borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be held 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 this Agreement; and any such claim or privilege or liability incurred by any person dealing with said Trustee or any successor in trust in relation to said real estate shall be conclusive evidence in favor of every person (including the heirs or titles of said coupley) 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 thereto, if any, and binding upon all beneficiaries thereunder, (c) 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 (d) that 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 its, his or their predecessors in the trust.

This conveyance is made upon the express understanding and condition that neither State Law, of Countryside, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything it or they or its agents or attorney 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 said real estate and 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 that the Trustee shall have no liability whatsoever with respect to any such contract, obligation or indebtedness except only so far as the true property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof). All persons and corporations whomever and whatsoever shall be charged with notice of this condition from and date of recording 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 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 the said real estate, as such, but only interest in the earnings, avails and proceeds thereof as aforesaid, the intention being to vest in said State Bank of Countryside 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 record or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "subject to limitations", or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registrant lands is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives s and releases s any and all rights or benefits under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor — aforesaid has s hereunto set her hand — and seal — this — day of January, 1988.

Mary Beth Dougherty (SEAL) (SEAL)  
(SEAL) (SEAL)

State of Illinois ss I, a Notary Public in and for said County.  
County of Cook in the state aforesaid, do hereby certify that Mary Beth Dougherty,  
a Spinster

personally known to me to be the same person whose name is 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 notarial seal this — day of January, 1988.

Notary Public

STATE BANK OF COUNTRYSIDE

6724 Joliet Road  
Countryside, Illinois 60626  
(312) 485-3100

This deed is exempt from taxations  
under Section 4 Paragraph E of the  
Real Estate Transfer Tax Act.

Document Number

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LEGAL DESCRIPTION

Lot 148 in Pinewood P.U.D. Unit 5, being a subdivision in the West 1/2 of Section 7, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 \$12.25  
T43J33 TRAN 6853 Q1/20/88 12:14:00  
#8685 C 4-38-028965  
COOK COUNTY RECORDER

✓ 26102

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After the completion of table 3, it was decided to add a column for the average of the first 63 open values of each month. This was done to facilitate the comparison of the monthly mean with the monthly mean of the first 63 open values.

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