

# UNOFFICIAL COPY

88218359

DEED IN TRUST

0001899 ORLAND  
Robb

## This Indenture Witnesseth That the Grantor (s)

James J. Hyland, Jr., married to Bonita Hyland  
of 14116 William Drive, Orland Park, Il. 60462

of the County of Cook and State of Illinois for and in consideration of  
Tenand 00/100----- Dollars,

and other good and valuable considerations in hand paid Conveys, Quit-Claim, S. Warrant, S. into the INDEPENDENT TRUST CORPORATION, 1301 W. 22nd St, Suite 702, Oak Brook, Illinois 60521, a corporation of Illinois, as Trustees under the provisions of the Trust Agreement

dated the 31st day of August 1987, known as Trust Number 213, the following described real estate in the

County of Cook and State of Illinois, to-wit

Lot 69 in Silver Lake Gardens Unit Number 1, a subdivision of the West 1/2 of the Northwest 1/4 of Section 13, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 7919 Ponderosa Court, Orland Park, Il. 60462

P.I.N. 27-13-104-030

88218359

This is not the homestead of the grantor

TO HAVE AND TO HOLD the said premises with the encumbrances 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present and in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 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 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 property, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said premises or any part thereof, and to deal with said property 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 in relation to said premises, or to any part thereof, shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of the trust have been complied with or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereto and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, 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 its, his or their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither Independent Trust Corporation individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement 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 said 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 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 of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or 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.

If the title to any of the above lands 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, S. and release, S. any and all right or benefit 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 hereunto set his hand and

seal this 20th day of May 19 88

James J. Hyland, Jr. (SEAL) (SEAL)  
James J. Hyland, Jr. (SEAL) (SEAL)

Exempt Under provisions of Paragraph E, Section 4  
Real Estate Tax

Signature of Grantor or their Representative

Property Address: 7919 Ponderosa Ct  
Orland Park, Il. Document prepared by: James J. Hyland Jr  
14116 William Dr.  
Orland Park, Il. 60462 Permanent Real Estate Tax Number: 27-13-104-030

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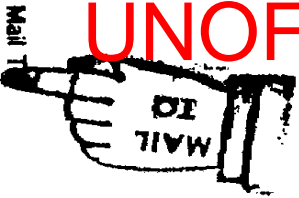
TRUST No. ....

DEED IN TRUST

TO

INDEPENDENT TRUST CORPORATION  
TRUSTEE

PROPERTY ADDRESS



**INTRUST**  
INDEPENDENT TRUST CORPORATION

1301 W. 22nd Street - Suite 702  
Oak Brook, Illinois 60521

Property of Cook County Clerk's Office  
65381298

DEPT-91 RECORDING \$12.25  
T#2222 TRAN 2856 05/23/88 09:05:00  
#9704 # R \* 88-210359  
COOK COUNTY RECORDER

OFFICIAL SEAL  
Roberta J. Ryan  
Notary Public, State of Illinois  
My Commission Expires Apr. 26, 1987

STATE OF ILLINOIS }  
COUNTY OF COOK }  
I, \_\_\_\_\_ the undersigned  
a Notary Public, in and for said County, in the state aforesaid, do hereby certify that  
James J. Hyland, Jr., married to Bonita Hyland  
who is \_\_\_\_\_  
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  
he \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ his  
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 \_\_\_\_\_ 20th \_\_\_\_\_ day  
of \_\_\_\_\_ May \_\_\_\_\_ 19 88  
Notary Public

65381298