

UNOFFICIAL COPY

DEED IN TRUST

1988 MAY 26 AM 11:49

8225099

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR,

Paul Katauskas, a bachelor

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, Conveys and

Warrant unto BRIDGEVIEW BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a

certain Trust Agreement, dated the 10th day of May, 19 88, and known as Trust Number 1-1670,

the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 37 in Deer Woods, being a resubdivision of part of the Northeast quarter of Section 34, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.**

P.I.N. 18-34-200-004-0000

12.00

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

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 vacate any subdivision of part thereof, and to resubdivide 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, power 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 lease, to commence in present 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 take 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, jointly 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 whatever way 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, 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 made at the time of the delivery thereof of 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 all amendments thereof, if any, and binding upon all parties to the same, 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 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 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 or successors in trust shall incur any personal liability, or be subject to any claim, judgment or decree for any thing it or they or its or their agent or attorney may do or omit to do in or about the said real estate or under the provisions of this Deed of 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 liabilities 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 whatsoever 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 intent on 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 file to 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 waives and releases any and all right of 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 aforesaid has hereunto set his hand and seal this 10th day of May 1988.

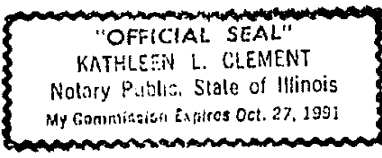
X Paul Katauskas [SEAL] [SEAL]

STATE OF Illinois County of Cook Kathleen L. Clement a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul Katauskas, a bachelor

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 10th day of May A.D. 1988.

Kathleen L. Clement Notary Public My commission expires October 27, 1991



Exempt under Provisions of paragraph 4, Section 4, Real Property Tax Act of 1973
5-16-88 Kathleen L. Clement
Date Buyer, Seller or Representative

8225099
Document Number

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

9012 W. Oak Ridge Dr. Justice, IL
For information only insert street address of above described property
This instrument was prepared by
Peter E. Haleas, Attorney at Law
7940 S. Harlem Avenue
Bridgeview, Illinois 60455

Box 206 (BR)

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