

88251533

DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, GARY J. SIREVICIUS and JUDITH E. SIREVICIUS, his wife

of the County of Cook and State of Illinois for and in consideration of the sum of Ten and xx/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 BRIDGEVIEW BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 30th day of September, 19 77, and known as Trust Number 1-0419,

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

Lots 1,2 and 3 (excepting therefrom that part of said lots described as follows: Beginning at the Southwest corner of said Lot 1, thence North along the West line of said Lot 1 a distance of 5.57 feet, thence North-easterly 141.12 feet more or less to the East line of said Lot 3, thence South along said East line 5.15 feet to the Southeast corner of said Lot 3 thence Southwesterly 141.17 feet along the Southeasterly lines of said Lots 1,2 and 3 to the point of beginning) and Lot 4 in Rust Subdivision of part of Lot 3 in the Estate of George Beebe (deceased), a subdivision of the South 1/2 of the South West 1/4 of Section 33, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded August 19, 1964 as document No. 19219716 as to that part

of 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 or alleys and to make any other action in part, hereof, and to divide 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 lease, to subdivide any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all the title, estate, powers and authority herein extended to said Trustee, to mortgage, to 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, in reversion, in fee simple, 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 one year, and to renew or extend any lease 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 from time to time hereafter, to contract to lease and to grant options to lease and options to purchase the whole or any part of the real estate and to sell, to mortgage, to pledge or otherwise encumber the whole or any part of the real estate, in part or in whole, to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or a charge of any kind, to receive, to hold or assign any rights, title or interest in or about or concerning appurtenances to said real estate or any part thereof, and to deal with said real estate and each part thereof in all other respects as if he were the owner thereof, and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar or different from the above specified, as an owner of the same 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, mortgaged, pledged, or otherwise encumbered in trust, be obliged to see that the terms of this trust have been complied with, or be required 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, and the time of the delivery thereof to the Registrar of Titles of said county shall be the time of the delivery thereof to the Trustee and to said Trust Agreement was in full force and effect. It is that such conveyance, lease or other instrument shall be deemed to be duly executed with the same force and effect as if it were contained in this Indenture and in said Trust Agreement in all amendments thereof, and binding upon the parties thereto, and the Trustee or any successor in trust, lawfully authorized and empowered to execute and deliver every such deed, mortgage, lease, mortgage, or other instrument, and the same shall be made for a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully entitled to all the title, estate, rights, powers, authorities, duties and obligations of 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, nor any person, firm or corporation, acting in its name, judgment or discretion, or in the name of or for any agent or attorney, may do or omit to do in or about the real estate, or in the performance of the duties of said Trust Agreement or any amendment thereof, or for injury to person or property, happening in or about said real estate, or in any other act, which is not expressly provided for and intended, and no obligation or indebtedness, incurred or entered into by the Trustee in connection with said real estate may be entered into in the name of the Trustee or any successor in trust, under said Trust Agreement as their attorney in fact, or by any person lawfully appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee or any successor in trust, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only to take the same property and funds in the actual possession of the Trustee shall be applied for the payment and discharge thereof. All persons and corporations who believe and wish to be charged with notice of this condition from the date of the filing of this deed.

The interest therein shall be held as a joint tenancy and under said Trust Agreement and of all persons claiming under the same, for any of them shall be only in the earnings, dividends and proceeds of the real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest therein, but the same shall be held as such for the benefit of the earnings, dividends and proceeds thereof as above described, the intention hereof being to vest in said Bridgeview Bank and Trust Company the entire legal and equitable title in fee simple, and to all of the real estate above described.

This instrument is a deed in trust as a trust in hereafter registered, the Registrar of Titles is hereby directed not to register, nor in the certificate of title or duplicate thereof or memorialize the words of trust, or to open conditions, or words of similar import, in accordance with the statute in such case made and provided.

And the Trustee is hereby expressly authorized and empowered to execute and deliver every deed, mortgage, lease or other instrument, and to take any and all rights and benefits under and the virtue of any and all statutes of the State of Illinois, providing for exemption of homeestead, in said real estate.

In Witness Whereof, the grantor, S ve their hands and seal S this 10 day of May, 1988.

Gary J. Sirevicius (SEAL) Judith Sirevicius (SEAL)

STATE OF Illinois County of Will Alan J. Schroeder a Notary Public and for said County in the State aforesaid, do hereby certify that GARY J. SIREVICIUS and JUDITH SIREVICIUS, his wife

person(s) and witness(es) to the same person(s) S whose name S appeared hereon 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. Witness my hand and Notary Seal this 10 day of May, A.D. 1988. April 7, 1992 Notary Public

GRANTEE: BRIDGEVIEW BANK AND TRUST COMPANY 7440 South Harlem Avenue Bridgeview, Illinois 60455

For information only insert street address of above described property. This instrument was prepared by Alan J. Schroeder 14150 Ash FRANKFORD 60423

MAIL TO

88251533
Falling North 150.15 feet South 328.06 feet East 1183.31 feet,
NOT A FENWICK 3704 AXIAL ON

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

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