OFFICIAL COPY 88397840

day of July THIS INDENTURE, made this 28th State Bank of Countryside, a banking corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded or registered and delivered to said Bank in pursuance of a trust agreement 13th day of April , 19 87, and known as Trust No. 87-275 party of the first part, and William T. Carey and Lorraine V. Carey, his wife, as joint tenants and not as tenants in common, 6206 Beechwood, Matteson, II parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of Ten and 00/100----- dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, William T. Carey and Lorraine V. Carey, his wife real estate, situated in Cook County, Illinois, to-wit: , the following described Cook

Unit 3 North and Garage Unit P-3 North of Lots 100 in Cherry Creek South Subdivision Phase III, being a subdivision of part of the East 1/2 of the North East 1/4 of Section 26, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

27-26-205-016 (affects this and other property)

COOK CENNIY RECORDER

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99-95-51 88/TE/90 856T NHAT 925-90-60 97' ET\$

-88-397849

logether with the tenements and appurtenances thereany or longing TO HAVE AND TO HOLD the same unto said parties of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

Subject to easements, convenience, conditions and restrictions, of record;

Subject to 1987 real estate taxes and subsequent years

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said beed or beeds in Trust and the price is times of said frost Agreement above mentioned, and of every other power and authority thereunto enabling, SUHFCT, HOWFVFR, to the liens of all trust deeds and/or mortgages upon said real estate, if any, of record in said county; all unpaid general taxes and special as expents and other liens and claims of any kind; pending lingstion. If any, affecting the said real estate; building lines, building, linguar and inher restrictions of record, if any; party walls, of record, if any; cannot and building Laws and Orac nees, mechanisms, if any; casements of record, if any; and rights and claims of parties in possession.

IN WITNESS WHEREOF, said party of the first part during and its corporate seal to be by the presents by its the day and year and attested by its signed to these presents by its first above written.

STATE BANK OF COUNTRYSIDE as Trustee as aforesard

STATE OF ILLINOIS SS COUNTY OF COOK

A Notary Public in and for said country, in the state aforesaid, DO HERLBY CAP STRY, TRAT

Microen J. Brocken

of State Bank of Country cite and

Thomas P. Boyle of said bank, personally known to me to be the same versions whose names are subscribed to the foregoing instrument as such Asst. Trust Oficer and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the fee and voluntary agt of said bank, for the users and purposes therein set orth and the said corporate seal of said Bank to said instrument as their own free and voluntary and did also then and there acknowledge that said Asst. Trust Officer as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said Asst. Trust Officer's own free and voluntary act, and as the fee and voluntary act of said Bank, for the uses and purposes therein set forth.

Civen under my hand and Notarial Seal this 28th day of July 19

Prepared by: M. Brocken, State Bank of Countryside

6724 Joliet Rd. Countryside, IL 60525

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Timorn H. Ences

7646 W. 1572 STREET

16927 S. 82nd Ave., Unit 3N

STREET CITY

Tinley Park, II

CREAND FARA, Inner KONE

2.00 MAIL

OR RECORDER'S OFFICE BOX NUMBER

UNOFFICIAL COPY

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said real estate and to manage and control said real estate as heremafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said real estate, and that such right in the avails of said real estate shall be deemed to be personal property, and may be assigned and stansferred as such, that in case of the death of any heneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law, and that no heneficiary now has, and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. Nothing herein contained shall be construed as imposing any obligation on the Trustee, to file any income, profit or other tax reports or schedules, it being expressly understood that the heneficiaries hereunder from time to time will individually make all such reports and pay any and all taxes growing out of their interest under this Trust Agreement. The death of any heneficiary hereunder shall not terminate the trust nor its any manner affect the powers of the Trustee hereunder. No assignment of any heneficiary hereunder shall be binding on the Trustee until the original or a duplicate copy of the assignment, in such form as the Trustee may approve, is lodged with the Trustee and its acceptance indicated thereon, and the reasonable fers of the Trustee for the acceptance thereon beyond as to all subsequent assignees or purchasers without notice. void as to all subsequent assignees or purchasers without notice.

In case said Trustee shall be required in its discretion to make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case said Trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law, judgments or decrees, or otherwise, or in case the frustee shall deem it necessary on account of this trust, to consult or retain counsel and shall thereby incur attorneys' fees, or in the event the Trustee shall deem it necessary to place certain insurance for its protection hereunder, the beneficiaries hereunder do bereby jointly and severally agree as follows: (1) that they will on demand pay to the said Trustee, with interest thereon at the rate of 15% per annum, all such dishursements or advances or payments made by said Trustee, together with its expenses, including reasonable attorneys' fees. (2) that the said Trustee shall not be required to convey or otherwise deal with said property at any time held hereunder ontol all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall have been fully paid, together with interest thereon as aforesaid, and (3) that in case of non-payment within ten (10) days after demand as a forestee of a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorneys' fees, rendering the overplus, if any, to the beneficiaries who are entitled thereto. However, nothing servin contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust with reference to an expense and in the proceeding involving this trust or any property or interest thereunder. The sole duty of the Trustee with process therein and to permit such legal proceeding to be brought or defended in its na

Notwithstanding anything hereinbefore contained, the Trustee, at any time and without notice of any kind, may resign as to all or part of the trust property if the trust of perty or any part thereof is used, or the use thereof is authorized or contemplated, for any purpose (including, but not limited to, the select wholesale, retail or otherwise, giving away or other disposition of intoxicating liquors of any kind, or as a tavern, liquor store or other establishment for the sale of intoxicating liquors for use or consumption on the premises or otherwise, or for any purpose which may be within the scope of the Draw Shop Act of Illinois or any similar law of any Style in which the trust property or any part thereof may be located which in the opinion of the Trustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability haza of any disconsequence of the Trust property, or the part of thereof as to which the Trustee desires to resign the trust property shall be fully effected by the conveyance of the Trust property or the part of the respective access the beneficiaries in accordance with their respective access thereunder. The Trustee notwithstanding any resignation hereunder, shall continue to have a first leen on the trust property, for its costs, appears and attorneys' fees and for its reasonable compensation.

in to and the said Trust. This Trust Agreement shall not be placed at roord in the Recorder's Office or filed in the office of the Registrar of Titles of the County in which the real estate is situated, or elsewher, and the recording of the name shall not be considered as notice of the rights of any person hereunder, derogatory to the title or power of said Trustee.