

UNOFFICIAL COPY

4 8 1 2 7 1 6 8

89472184

Lemont, Illinois 60439

Vacant lot in

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

S. Jutzl  
6724 Joliet Rd.  
Countryside, IL 60525

Prepared by:

NAME

STREET

CITY

OR: RECORDER'S OFFICE BOX NUMBER

Document Number

NOTARY PUBLIC STATE OF ILLINOIS  
OFFICIAL SEAL  
LUCILLE GOETZ  
MY COMMISSION EXP. DEC. 9, 1993

STATE OF ILLINOIS }  
COUNTY OF COOK }  
SS. SUSAN I. JUTZL  
MARGARET J. BROCKEN  
of said Bank, personally known to me to be the true persons  
whose names are subscribed to the foregoing instrument as such  
Trust Officer  
and the said  
Asst. Vice Pres.  
did also then and there acknowledge that  
the said corporate seal of said Bank did affix  
as custodian of the corporate seal of said Bank did affix  
and voluntarily act, and as the free and voluntary act of said Bank, for the uses and pur-  
poses therein set forth.  
I, Notary Public, do hereby certify that the undersigned  
SUSAN I. JUTZL  
MARGARET J. BROCKEN  
of said Bank of Cook County, Illinois, and  
of said Bank of Cook County, Illinois, in the State of Illinois, do hereby certify that

By *[Signature]*  
STATE BANK OF COUNTRYSIDE as Trustee as aforesaid  
Attest *[Signature]*

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 deed or deeds in Trust and the provisions of said Trust Agreement above mentioned, and  
of every officer power and authority thereto enabling, SUBJECT, HOWEVER, to the liens of all trust deeds and/or mortgages upon said  
real estate, if any, or record in said County; all unpaid general taxes and special assessments and other liens and claims of any kind; paid  
ing litigation, if any, affecting the said real estate; building liens; building, liquor and other restrictions of record, if any; party walls,  
party wall rights and party wall agreements, if any; zoning and Building Laws and Ord. of various mechanics' lien claims, if any; covenants  
of record, if any; and rights and claims of parties in possession.  
IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be  
signed to these presents by its  
Trust Officer, and attested by its Asst. Vice Pres. the day and year first above written.

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, that they, their heirs, assigns, administrators, executors, personal representatives, and assigns, shall and lawfully  
shall together with the covenants and appurtenances thereto in anywise belonging  
Subject to easements, covenants, conditions and restrictions of record, if any,  
Subject to public and utility easements, and road and highways, if any,  
Subject to general real estate taxes for 1988 and subsequent years.

Lots 71 and 72  
in Old Derby Estates, being a subdivision in  
the West 1/2 of the Northeast 1/4 of Section 28,  
Township 37 North, Range 11, East of the Third  
Principal Meridian, in the Township of Lemont, Cook  
County, Illinois.  
P. I. N. 22-28-201-001-0000  
Commonly known as:  
89472184

THIS INDENTURE, made this 25th day of September, 1989, between  
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  
dated the 11th day of April, 1988, and known as Trust No. 88-413  
HARRIS BANK-NAPERVILLE, Trustee under Trust Agreement  
dated January 20, 1989, and known as Trust no. 51-41, and not personally, of  
parties of the second part,  
WITNESSETH, that said party of the first part, in consideration of the sum of  
TEN (\$10.00) 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,  
HARRIS BANK-NAPERVILLE, as Trustee aforesaid,  
real estate, situated in Cook County, Illinois, to-wit:  
the following described

Stamp: OCT 28 1989  
REVENUE  
REAL ESTATE TRANSACTION TAX  
COOK COUNTY RECORDS

89472184

1072

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
JULY 1-8-89  
This space for affixing stickers and revenue stamps  
\$0.1100  
\$0.1100  
\$0.1100

Buyer, Seller or Representative  
Date

Exempt under provisions of Paragraph c, Section 4, Real Estate Transfer Tax Act.

COOK COUNTY RECORDS

89472184

# UNOFFICIAL COPY

2021/1/24

89A7218A

MA COMMISSIONERS DEC 1913  
HONORABLE JUSTICE OF THE PEACE  
COURT HOUSE  
CHICAGO ILL

Property of Cook County

(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 hereinafter provided, and the right to receive the proceeds from rental and from mortgages, sales or other disposition of said real estate, and that such right in the title to said real estate shall be deemed to be personal property, 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 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, profits 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 beneficiaries 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. No assignment of any beneficial interest hereunder shall terminate the trust nor to any manner affect the powers of the Trustee hereunder. No assignment of any beneficial interest 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 fee of the Trustee for the acceptance thereof paid; and 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 the 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 Trustee shall deem it necessary to place certain insurance on said or other real estate, and shall thereby incur attorneys' fees, or in the event the Trustee shall agree as follows: (1) that the Trustee shall pay for its protection hereunder, the beneficiaries hereunder do hereby 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 disbursements or advances of money made by the 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 until 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 said Trustee may sell all or any part of said real estate at public or private sale on such terms as it may see fit, and retain from the proceeds of said sale 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 herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder. The sole duty of the Trustee with reference to any such legal proceeding shall be to give timely notice thereof to the beneficiaries hereunder after the Trustee is served with process hereunder, and to permit such legal proceeding to be brought or defended in its name, provided that it shall be indemnified in respect thereto in a manner satisfactory to it.

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 Trustee, or any part thereof, is used, or the use thereof is authorized or contemplated, for any purpose (including, but not limited to, the sale at 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, property or any part thereof which may be located within the scope of the Liquor Shop Act of Illinois or any similar law of any State in which the Trustee, within its sole determination, to have a first lien on the trust property, liability incurred or litigation, Such resignation shall be fully effective by the Trustee to the beneficiaries in accordance with their respective interests hereunder. The Trustee notwithstanding any resignation hereunder, shall continue to have a first lien on the trust property, for its costs, expenses and attorneys' fees and for its reasonable compensation.

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

PROPERTY OF COOK COUNTY

2021/1/24