

UNOFFICIAL COPY

01 YRM V L TND

OR RECORDERS OFFICE BOX NUMBER 360

Tinley Park, Illinois 60477

CITY Orland Park, IL 60462

8326 Cloverleaf Drive

STREET 15232 S. Harlem Avenue

NAME Mr. Thomas Lockie

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

S. Jutzl
674 Joliet Rd.
Countryville, IL 60525

Prepared by:

STATE OF ILLINOIS
COUNTY OF COOK

the undersigned
A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT
SUSAN L. JUTZL
MAUREEN J. BROOKEN
of said Bank, personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such
Trust Officer
and Ass't Trust Officer
respectively, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument as their own free and voluntary
act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth;
I did also then and there acknowledge that
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
Trust Officer's
own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and pur-
poses therein set forth;
Given under my hand and Notarial Seal this 4th day of December, 1989
Notary Public

Subject to 1989 real estate taxes and subsequent years.
Subject to easements, covenants, conditions and restrictions of record, if any.
Together with the terms and appearances thereon to belong-
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.
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 other power and authority thereto enabling, SUBJECT, HOWEVER, 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 assessments and claims of any kind; pend-
ing litigation, if any, affecting the said real estate; building lines; 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 Ordinances; mechanics' lien claims, if any; easements
of record, if any; and rights and claims of parties in possession.
IN WITNESS WHEREOF, said party of the first part 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 Ass't Trust Officer the day and year

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

THIS INSTRUMENT, made this 4th day of December, 1989, between
State Bank of Countryville, 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 15th day of January, 1987, and known as Trust No. 87-230
party of the first part, and MARK SPENCE and SUSAN E. SPENCE, his wife, as joint tenants,
of 16800 Olcott Avenue, Tinley Park, IL 60477,
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,
MARK SPENCE and SUSAN E. SPENCE, his wife
real estate, situated in Cook County, Illinois, to-wit:
Lot 124 in Timbers Edge Unit 111, being a subdivision
of the West 1/2 of the Northeast 1/4 (except the East
215 feet thereof) of Section 35, Township 36 North,
Range 12 East of the Third Principal Meridian, in Cook
County, Illinois.
P. I. N. 27-35-224-001-0000
Commonly known as 8326 Cloverleaf Drive, Tinley Park, IL 60477

1300

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP
116.00
DEC 27 89

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE
1232.00
DEC 27 89

Document Number 89615702

89615702 TRUSTEE'S DEED

649927 72 36 924 L

69615702

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 real estate and to manage and control said real estate as hereinafter provided, and the right to receive the proceeds from rents and profits, mortgages, sales or other disposition of said real estate, and that such right in the event of said real estate shall be deemed to be administered, and not to be held, by the trustee, 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 and proceeds as aforesaid. Nothing herein contained shall be construed as imposing any obligation on the trustee, to file any income, profit and proceeds as aforesaid. Nothing herein contained shall be construed as imposing any obligation on the trustee, to file any income, profit and proceeds as aforesaid.

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 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 or for its protection hereunder, the beneficiary hereunder do hereby jointly and severally agree as follows: (1) that they will on demand pay to the said Trustee, with its expenses, including reasonable attorney's 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 therein and on. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust. In case the Trustee shall deem it necessary to place certain insurance on or for its protection hereunder, the beneficiary hereunder do hereby jointly and severally agree as follows: (1) that they will on demand pay to the said Trustee, with its expenses, including reasonable attorney's 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 therein and on. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust.

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 property or any part thereof is used, or the use thereof is authorized or contemplated, for any purpose (including, but not limited to, 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 may be located) which in the opinion of the Trustee, within its sole determination, to conveyance of the trust property, or the part 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 thereof as to which the Trustee desires to resign the trust property, shall continue to have a first lien on the trust property, for its cost, expenses and attorney's 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 the 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 power of said Trustee.