

UNOFFICIAL COPY

Notary Public for Cook County, Illinois, No. 00000000

BOX 333-CG

PREPARED BY:

OR: RECORDER'S OFFICE BOX NUMBER

NAME
STREET
CITY

Susan L. Jutzl
6724 Joffe Rd
Countrydale, IL 60525
Jeffrey Weston
60 North Clark Street
Chicago, IL 60602

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

8020 Plute Trail

Tinley Park, IL 60477

MY COMMISSION EXPIRES MAR 16, 1992

NOTARY PUBLIC STATE OF ILLINOIS

WANDA M. TESINSKY

Official Seal
Given under my hand and Notarial Seal this 22nd day of December, 1989

the said corporate seal of said Bank to said instrument as said Trust Officer as custodian of the corporate seal of said Bank did affix and the said Trust Officer did also then and there acknowledge that 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; and Ass't. Vice Pres. respectively, appeared before me this day in person and whose names are subscribed to the foregoing instrument as such Trust Officer of said Bank, personally known to me to be the same persons SUSAN L. JUTZL MAUREN J. BROCKEN of State Bank of Cook County, Illinois, that the undersigned A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT

STATE OF ILLINOIS }
COUNTY OF COOK } 58

STATE BANK OF COOK COUNTY as Trustee as aforesaid

By: *[Signature]*
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 other power and authority thereto enabling, SUBJECT, HOWEVER, to the terms 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 other liens and claims of any kind; pending litigation, if any, affecting the said real estate; building lines; building, liquor and other restrictions of record, if any; party, wife, or 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 hereto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Ass't. Vice Pres. the day and year first above written.

Together with the tenements and appurtenances thereto belonging TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part. Subject to easements, covenants, conditions and restrictions of record, if any. Subject to 1989 real estate taxes and subsequent years.

Lot 141 in Don Henry's First Addition to Pottawatomil Highlands in Section 35, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. P.O.N. 27-35-206-051-000 P.I.Q. AND OTHER PROPERTY P.O.N. 27-35-214-018-0000 Commonly known as 8020 Plute Trail, Tinley Park, IL 60477

THIS INDENTURE, made this 15th day of December, 1989, between State Bank of Cook County, 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 16th day of June, 1988, and known as Trust No. 88-440 party of the first part, and HERITAGE/PULLMAN BANK AND TRUST COMPANY, AN ILLINOIS CORPORATION, TRUST AGREEMENT DATED AUGUST 14, 1987 AND KNOWN AS TRUST NUMBER 71-82104 WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10.00) and 00/100- hundredths, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, HERITAGE/PULLMAN BANK & TRUST COMPANY, AS TRUSTEE, the following described real estate, situated in Cook County, Illinois, to-wit: AFORESAID

The above space for recorders use only.

89617853

FILED FOR RECORD 1989 DEC 28 AM 11:27

TRUSTEE'S DEED 89617853

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Document Number 89617853

Cook County REAL ESTATE TRANSACTION TAX 124.00

REVENUE STAMP DEC 28 '89

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX 248.00

Example under provisions of Paragraph e, Section 4, Real Estate Transfer Tax

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Property of Cook County

89617853

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 the sale of said real estate and other disposition of said real estate, and that such right in the event of the death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as hereinafter 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 beneficiary hereunder from time to time will individually make all such reports and pay and all taxes growing out of their interest under this Trust Agreement. The death of any beneficiary hereunder shall not 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 fees of the Trustee for the acceptance thereof paid; and every assignment of any beneficial interest hereunder, the original or duplicate of which shall not have been lodged with the Trustee, shall be 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 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 or to 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 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 payment made by said Trustee, together with its expenses, including reasonable attorneys' fees; (2) that the said Trustee shall not be required to convey or incur any debt 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 as a public or private sale on such terms as it may see fit, and retain from the proceeds a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including attorneys' fees, and the balance of such sale and attorneys' fees, including the surplus, 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 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 trust property 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 or any kind, or for any purpose which may be within the scope of the Dram Shop Act of Illinois or any similar law of any State in which the trust is located, or as a tavern, liquor store or other establishment for use or consumption on the premises or otherwise, property or any part thereof may be used, which in the opinion of the Trustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability, hazard or litigation. Such resignation as to all or part of the trust property shall be fully effected by the conveyance of the trust property, or the use thereof as to which the Trustee desires to resign the trust hereunder, 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 the County in which the real estate is situated, or elsewhere, and the recording of this Agreement shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers, said Trustee.