THIS INDENTURE, made this	4th	day of		• •	, between
State Bank of Countryside, a banki	ng corpor	ration of Illinois	s, as Trustee under	the provisions of	'a deed or
leeds in trust, duly recorded or re	gistered t	and delivered to	said Bank in pur	suance of a trust	agreement
lated the 15th day of	January	, 1987,	and known as Tri	ust No. 87-230	
party of the first part, and CERA	LD W. L	UCAS and JU	NE M. LUCAS, h	is wife, as jo	oint
enants of 7713 S. Major, B	kurbank,	Illinois (60459,		
				martine of the co	cond nare

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, CERALD W. LUCAS and JUNE M. LUCAS, his wife, as joint tenants, the following described County, Illinois, to-wit: real estate, situated in Cook

> Lot 173 in Timbers Edge Unit III, 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.

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Together with the tenements and appurtenances thereunto lea nging. 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, covenants, conditions and restrictions of record, if any.

Subject to 1988 real estate taxes and subsequent years.

This deed is executed by the party of the first part, as Trustee, as aforesaid, our mant 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 "to bloom of said Trust Agreement above mentioned, and of overy other power and authority thereunto enabling, SUBJECT, 1811, the liens of said Trust Agreement above mentioned, and offerestate, if any, of record in said country all unpaid general taxes and special ascess "ents and other items 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 walls, 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 sereto affixed, and has caused its name to be signed to these presents by its. Trust Officer and attested by its. Asst. Trust Officer the day and year signed to these presents by its first above written.

STATE BANK OF COUNTRYSIDE as Trustee as aforeso'd

STATE OF ILLINOIS SS. COUNTY OF COOK

A Notary Public in and for sale country, in the state profession of State Bent of Stat of State Bank of Countryside and J. BROCKEN of said Bank, personally known to me to be the same persons obserbed to the foregoing instrument as such Trust Officer MAUREEN whose names are subscribed to the foregoing instrument as such Trust Officer and Asst. 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 llank, for the users and purposes therein set forth; and the said Asstrust Officer did also then and there acknowledge that said Trust Officer as custodian of the corporate seal of said llank did affix as custodian of the corporate seal of said Hank 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 purposes therein set forth. <u>89</u>. Given under my har

of and Notacial Sant this 4th day of January	10
nd and Notarial Seal this 4th day of January Notary Public	,
Notary Public	

Prepared by:

D EL S. Jutzl 6724 Joliet Rd. Countryside, IL 60525 FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

NAME STREET LAWRENCE SCHWOLER

8225 Heather Lane

DAK LAWN, ILL. 60453

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Tinley Park, IL 60477

CITY

BOX 333-TH

OR RECORDER'S OFFICE BOX NUMBER ...

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UNOFFICIAL COPY

IT IS UNDERSTOOD AND AGREED between the partief 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 rentals and from mortgages, sales or other disposition of said real estate as hereinafter provided, and the right to receive the proceeds from rentals and personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary 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 heris at law; and that no beneficiary 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 their 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. The death of any beneficial interest hereunder shall not terminate the trust nor in any manner affect the powers of the Trustee hereunder. No assignment of any beneficial interest hereunder, the original to a duplicate copy of the assignment, to such form as the Trustee may approve, is lodged with the Trustee and it has cceptance indicated thereon, and the reasonable fees of the Trustee for the acceptance thereof paid; and every assignment of any beneficial interest hereunder, the original enterest hereunder, the original to a duplicate of

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 extate 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 long money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any long and shall thereby incur attorneys' fees, or in the event the Trustee shall deem it necessary to place certain insurance for its protection be readed, the beneficiaries hereunder do hereby jointly and severally agree as follows: (1) that they will on demand pay together with this terrest thereon at the rate of 15% per annum, all such disbursements or advances or payments made by said Trustee together with this terrest thereon and its fact that the said Trustee shall not be required to convey or otherwise deal with said prodectivat any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall have seen sully paid, together with interest thereon as aforesaid, and (3) that in case of non-payment within ten (10) days after demand said, it is the 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 sile a sufficient sum to reimliurse itself for all such disbursements, payments, advances and interest thereon and expenses, including the contained shall be construed as requiring the overplus, if any, to the heneficiaries who are entitled thereto. However, nothing heir contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or deen any legal proceeding involving this trust or any property or interest thereon and expenses with reference t

Notwithstanding anything, er imbefore 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 projectly or any part thereof is used, or the use thereof is authorized or contemplated, for any purpose (including, but not limited to, the rate at wholesale, retail or otherwise, giving away or other disposition of intoxicating liquors of any kind, or as a tavern, liquor store or other, exhibitsment 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 Dram Shop Act of Illinois or any similar law of any State in which the trust property or any part thereof may be located as which in the opinion of the Trustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability hastari or 10 for any continued on the trust property, or the part thereof as to which the Trustee desires to resign the trust property shall be fully effected by the beneficiaries in accordance with their respective in the continued to have a first lien on the trust property, for its coats, expenses and for its reasonable compensation.

This Trustee has a property is all the part of the second in the Negaritary Office on filled in the office of the Register of Titles of the

to have a first lien on the trust property, for its crist, e. permanance arounty's ross and comments shall not be placed an energed in the Recording of 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 all Trustee.