

DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Mark LaVelle and Patricia LaVelle, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 17th day of February 19 89, and known as Trust Number 89-3594, the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

Exempt under provisions of Paragraph (e), Section 4 Real Estate Transfer Tax Act.

Date 2/22/89 Edward M. Barry Buyer, Seller, or Representative

12.00

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without covenants, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding the term of 100 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into any of the terms, conditions or covenants of any instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person including the Registrar of Titles of said county relying upon or claiming under any such conveyance, lease or other instrument in that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, so that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, so that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and all of the conveyance is made to a successor or successors in trust, that such successor or successors in trust, have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither the Trust Company, individually or as Trustee nor its successor or successor in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any instrument thereon, or for injury to person or property happening in or about the said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust profits and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the time of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, dividends and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and to beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such but only an interest in earnings, dividends and proceeds thereof as aforesaid, the trust on hereof being to vest in said Heritage Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title in any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set their hand, and the day of 21st February 19 89 Mark LaVelle Patricia LaVelle

STATE OF Illinois County of Cook I, Edward M. Barry, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark LaVelle and Patricia LaVelle

personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and seal this 21st day of February A.D. 19 89 Edward M. Barry Notary Public My commission expires October 17, 1989

GRANTEE: RETURN TO: HERITAGE TRUST COMPANY 17600 Oak Park Avenue Tinley Park, Illinois 60477

For information only insert street address of above described property.

This space for affixing Riders and Revenue Stamps

Document Number

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06/24/2004

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## LEGAL DESCRIPTION

### PARCEL 1:

Unit Number 107 in Oak Hills Condominium III, as delineated on a survey of the following described real estate: Lot 22 in Burnside's Oak Hills Country Club Village subdivision Unit 2, being a subdivision of part of the Southwest 1/4 of Section 36, Township 37 North, Range 12, East of the Third Principal Meridian recorded March 1, 1978 as document number 24345874, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document number 24920249, together with its undivided percentage interest in the common elements, in Cook County, Illinois

### PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Easements dated October 1, 1976 and recorded October 25, 1977 as document number 23684698 and amended by documents 24134200 and 24431686 and as created by deed from Burnside Construction Company to Sadie M. Carlson dated October 27, 1979 and recorded on January 23, 1980 as document number 25332502 for ingress and egress in Cook County, Illinois

Address of Property: Unit 107, 7737 Golf Drive, Palos Heights, Illinois

Permanent Index number: 23-36-303-046-1007

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