

PREPARED BY:

NAME:

STREET:

CITY:

OR RECORDER'S OFFICE BOX NUMBER

S. JUTZI  
6724 Joliet Rd.  
Countryside, IL 60525

BAMBRICK & BAMBRICK P.C.  
THE EXECUTIVE BUILDING  
207 E. 127TH STREET  
LEMONT, ILLINOIS 60439

LEMONT, ILLINOIS 60439

Vacant lot in

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

OFFICIAL SEAL  
NOTARY PUBLIC STATE OF ILLINOIS  
LUCILLE GOETZ  
NOTARY COMMISSION EXP. DEC. 9, 1992

A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT  
SUSAN L. JUTZI  
MAUREN J. BROOKEN  
of said Bank, personally known to me to be the and 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;  
and the said Ass't Trust Officer did also then and there acknowledge that  
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 9th day of February, 1989.

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

STATE BANK OF COUNTRYSIDE 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 of Conveyance, in and to 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, or record in said County; all unpaid general taxes and special assessments and other liens and claims of any kind; pend-  
ing litigation, if any, affecting the said real estate; building lines; building, tower, and other restrictions of record, if any; party walls,  
party wall rights and party wall agreements, if any; zoning and building laws and Ordinances; mechanic's lien claims, if any; easements  
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 Ass't Trust Officer the day and year  
first above written.

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.

TO HAVE AND TO HOLD the tenements and appurtenances hereunto belonging  
together with the tenements and appurtenances hereunto belonging  
By *[Signature]*  
Dated *[Date]*

Exempt under paragraph E, Section 4 of the Real Estate  
Transfer Tax Act.  
Commonly known as:  
P. I. N. 22-28-201-001-0000

DEPT-01  
143853 TRAN 3654 02/27/89 09:53:00  
42825 # C \* -834 576990  
Cook County Recorder

Lot 43 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

THIS INDENTURE, made this 9th day of February, 1989, between  
State Bank of Countryside, a banking corporation of Illinois, as Trustee under the provisions of a trust agreement  
dated the 11th day of April, 1988, and known as Trust No. 88-413  
party of the first part, and CLARENCE S. BROMBEREK of 902 18th Street, Hermosa Beach,  
California, 90254,  
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,  
CLARENCE S. BROMBEREK  
real estate, situated in Cook County, Illinois, to-wit:  
the following described

This space for affixing fiduciary and revenue stamps

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

Date

Buyer, Seller or Representative

Document Number

89-076990

89116484

89076990

# UNOFFICIAL COPY

89116484

REMOVED FROM THE RECORDS OF THE EXECUTIVE DEPARTMENT OF THE STATE BY THE CLERK OF THE EXECUTIVE DEPARTMENT

12:00 MAIL

STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
JAN 23 1984

891164843076990

DEPT-01 RECEIVING  
142222 TEAM BIDS 08/16/87 12:34:00  
46812 : E \* 09 - 1 16484  
COOK COUNTY RECORDER

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 trust real estate and to manage and control said real estate as hereinafter provided, and the right to receive the proceeds from rental 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 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 impairing 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 to file any income, profit or other tax reports and pay any and all taxes growing out of their interest under this Trust Agreement. The death of any beneficiary hereunder shall not terminate the trust nor in 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 receipt for the acceptance hereof 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 that be made or paid 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 on account of this trust, to continue or retain counsel and shall thereby incur all 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 together with its expenses, including reasonable attorneys' fees, at the rate of 15% per annum, all such disbursements or advances or payments made by said Trustee, 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 (2) 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 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, notwithstanding any legal proceeding involving this trust or any property or interest thereunder, the sole duty of the Trustee with reference to such legal proceeding shall be to give timely notice thereof to the beneficiaries hereunder after the Trustee is served with process thereon 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 heretofore contained, the Trustee, at any time and without notice of any kind, may resign as to all or part of the trust property if it is not in its best interest to do so, or if 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 may be located) 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 affected by the conveyance of the trust property, or any part 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 Cook County in which the real estate is situated, or lawfully, and the recording of the name shall not be considered as notice of the rights of any person hereunder, derogatory to the title of powers of said Trustee.