

DEED IN TRUST

(QUIT-CLAIM)

UNOFFICIAL COPY

89172772

THIS INDENTURE WITNESSETH, that the Grantor, Robert E. Cooper, a widower, not since remarried of the County of Cook and State of Illinois, for and in consideration of the sum of \$10.00, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys and Quit-Claims unto Interstate Bank of Oak Forest, an Illinois banking corporation with its principal office in Oak Forest, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 14th day of April, 1989 and known as Trust Number 89-144, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot No. 776 in BremenTowne Estates Unit #6 Phase 2 being a Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24; of the Southwest 1/4 of the Southwest 1/4 of Section 24; of the Southeast 1/4 of the Southwest 1/4 of Section 24; of part of the Northeast 1/4 of the Southwest 1/4 of Section 24; also of part of the Northwest 1/4 of the Northwest 1/4 of Section 25; of part of the Northeast 1/4 of the Northwest 1/4 of Section 25; All in Township 36 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois. P.I.N. 27-24-309-005-000.

SUBJECT TO: Easements, restrictions, covenants, conditions of record and taxes for the years 1988, 1989 and subsequent years.

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 with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, perfect 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 consideration, 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, to possession or reversion, by lease to commence in the present or in the future and upon any terms and for any period or periods of time, not exceeding in the case of any lease the term of 99 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 easement 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 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 that the terms of the trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said trust property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (e) that at the time of the delivery thereof the trust created by this Deed and by said Trust Agreement was in full force and effect, (f) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries thereunder, (g) 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 (d) if 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 condition that the Grantee, neither individually or as Trustee, nor its successor or successors 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 under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about 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 beneficiary 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 property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date 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, avails and proceeds arising from the sale or any other disposition of the trust property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property being described.

If the title to any of the trust property is now or hereafter registered, the Registrar of Titles is hereby requested to register as 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 the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set his hand and seal this 14th day of April, 1989.

Robert E. Cooper (Seal)

DEPT-01 (Seal) 143333 TRN 8137 04/19/89 \$7734.00 COOK COUNTY RECORDER

STATE OF Illinois COUNTY OF Cook

I, LAURA A. SMITH, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert E. Cooper personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 Notarial Seal this 14th day of April, 1989. Notary Public, State of Illinois Commission Expires Nov. 22, 1992. Laura A. Smith (Seal) NOTARY PUBLIC

MAIL TO: ELMORE & DeMICHAEL (Name) 15507 S. Cicero, Suite 200 (Address) Oak Forest, IL 60452 (City, State and Zip)

DOCUMENT PREPARED BY: Marcia L. Clegg, ELMORE & DeMICHAEL 15507 S. Cicero, Oak Forest IL 60452 SEND SUBSEQUENT TAX BILLS TO: Robert E. Cooper 16356 Parliament (Name) Tinley Park, Illinois 60477 (Address)

OR RECORDER'S OFFICE BOX NO. 16356 Parliament Tinley Park, Illinois 60477 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

Exempt under provisions of Paragraph "3", Section 4, Real Estate Transfer Tax Act. Date 4/14/89 Buyer-Seller or Representative Marcia Clegg

AFFIX "RIDERS" OR REVENUE STAMPS HERE

89172772

\$12.25 10:56:00 72772

DOCUMENT NUMBER 89172772

UNOFFICIAL COPY

Property of Cook County Clerk's Office

RETURN TO: Interstate Bank of Oak Forest
15533 South Cicero Avenue
Oak Forest, Illinois 60452

TRUST NO. 89-144

DEED IN TRUST

(QUIT CLAIM DEED)

TO

Interstate Bank
of

Oak Forest

Oak Forest, Illinois

TRUSTEE

22-1168

BARSS