

QUIT CLAIM DEED IN TRUST

89299667

STATE BANK OF COUNTRYSIDE

The above space is for recorder's use only.

THIS INDENTURE WITNESSETH, That the Grantor THOMAS O'CALLAGHAN and CATHERINE O'CALLAGHAN, his wife

of the County of Cook and State of Illinois for and in consideration of TEN (\$10.00) and 00/100 Dollars, and other good and valuable considerations in hand paid, Convey and Quit Claim unto State Bank of Countryside an Illinois banking corporation, whose address is 6724 Joliet Road, Countryside, Illinois 60525, as Trustee under the provisions of a trust agreement dated 25th day of October 1988, known as Trust Number 88-489 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 159 in Don Henry's First Addition to Pottawattomi Highlands, in Section 35, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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P. I. N. 27-35-209-011-0000 27-35-209-012-0000 27-35-209-049-0000 27-35-208-034-0000

PERMANENT TAX NUMBER: 27-35-208-035-006-049-0000 VOLUME NUMBER:

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to sell, lease, mortgage, pledge or otherwise encumber said premises or any part thereof, to sell on any terms, to convey either with or without consideration, to convey, said premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or execution, by leases to commence in practice in future, and upon any terms and for any period or periods of time, not exceeding the term of 198 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 of 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 subdivision and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, 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 premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be allowed for any person owing 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) 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, (b) 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 and in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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 the, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither State Bank of Countryside, 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 if or they or its 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 amendment hereto, 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 of action 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 to 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

This interest of each and every beneficiary hereunder 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 other disposition of said real estate, 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 real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid. If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or not to issue 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 the homestead statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 26th day of June, 1989.

THOMAS O'CALLAGHAN (SEAL) CATHERINE O'CALLAGHAN (SEAL)

THIS INSTRUMENT WAS PREPARED BY: S. Jutzi-6724 Joliet Road Countryside, IL 60525

State of Illinois, the undersigned, a Notary Public in and for said County, in County of Cook, do hereby certify that THOMAS O'CALLAGHAN and CATHERINE O'CALLAGHAN, his wife, as joint tenants

personally known to me to be the same persons 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 notarial seal this 26th day of June, 1989.

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES NOV. 10, 1989

Notary Public

Prepared by: S. Jutzi After recording return to: STATE BANK OF COUNTRYSIDE 6724 Joliet Road Countryside, Illinois 60525

8130 Apache Trail, Tinley Park, IL 60477 For information only insert street address of above described property.

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

This space for affixing Riders and Revenue Stamps

Buyer, Seller or Representative

Date 6-26-89

\$12.00 74556 TRAN 3510 06/30/89 10:52:00 #5623 + E (SEAL) 89-299667 COOK COUNTY RECORDER

Document Number 89299667

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