## TRUSTEE'S DEEDNOFFICIAL COPYSSOGO

12-12-5834

	above space for recorders use only.
THIS INDENTURE, made this 26th day of July, 1989, between State Bank of Countryside, a banking corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded or registered and delivered to said Bank in pursuance of a trust agreement dated the 4th day of October, 1988, and known as Trust No. 88-480 party of the first part, and DANIEL J. LYONS and KATHLEEN M. LYONS, his wife, as joint tenants of 7740 West 173rd Place, Tinley Park, Illinois 60477, parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10.00) and 00/100	
Lot 81 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 Lock County, Illinois.  P.I.N. 27-35-222-027-0000	
Commonly Grown as 17621 Heather Lane, Tinley Park, Illinois.	
Together with the tenements and appurtenances thereunto biologing. TO HAVE AND TO HOLD the same unto said parties of ne 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.	
This deed is executed by the party of the first part, as Trustee, as aforesaid, jurs and 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 year. So as of all trust Agreement above mentioned, and of every other power and authority thereunto enabling. SUBJECT, HOWEVER, to the liens of all trust deeds and/or mortgages upon said real estate, if any, of record in said county; all unpaid general takes and special asset in the said county; all unpaid general takes and special asset in the said claims of any kind; pending litigation. If any, affecting the said real estate; building lines; building, liquor and other liens and claims of any; pauty walls, party wall rights and party wall agreements, if any; Zoning and Building Laws and Ordinar es; mechanic's lien claims, if any; easements of record, if any; and rights and claims of parties in possession.	
party wall agreements, it 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 horse affixed, and has caused its name to be signed to these presents by its  Trust Officer and attested by its Asst. Vice President the day and year first above written.  STATE BANK OF COUNTRYSIDE as Trustee as aforesaid  By  By  By  By  By  By  By  By  By  B	
STATE OF ILLINOIS COUNTY OF COOK  A Notary Public in and for said Country, in the state aforesaid, DO HEREBY Conf., V. THAT SUSAN L. JUTZ	
WAUREEN J. BROCKEN of said Bank, personally known to me to be the sar te trains whose names are subscribed to the foregoing instrument as such Trust Officer and Asst. Vice Pres. respectively, appeared before me this day in personant 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 users and purposes therein set forth; and the said also then and there acknowledge that clarification of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said and trust officer's and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.  Given under my hand and Notarial Seal this 26th day of 1119 89.	
Propagati by: S. Jutzi	Notary Public FOR INFORMATION ONLY
6724 Joliet Rd. Countryside, IL 60525	INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
NAME John DeJong V STREET 14105 Lincoln Avenue E CITY Dolton, IL 60419 Y BOX 333-GG O: OR: RECORDER'S OFFICE BOX NUMBER	17621 Heather Lane Tinley Park, IL 60477

Buyer, Seller or Representative REAL ESTATE OF ILLINOIS TO STORE THAT IS A STATE TRANSFER TAY TO SHOULD AND SHOULD SHOULD BE SHO REVENUE AUG-499 E 8 3. 00

Document Number

## **UNOFFICIAL COPY**

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 title to said real estate and to manage and control said real estate as hereinafter provided, and the tight to receive the proceeds from rentals and from mortgages, sales or other disposition of said real estate, and that such right in the avails of said real estate shall be deemed to be 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 heirs 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 other 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 beneficiary hereunder shall not terminate the trust nor lo 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 duplicate copy of the assignment in such form as the Trustee any approve, is lodged with the Trustee and its acceptance indicated thereon, and the reasonable fees of the Trustee for the acceptance thereof paid; and every assignment of any beneficial interest hereunder, the original or duplicate of which shall no

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 fitigation on account of holding title to said real estate of 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 consult or retain counsel and shall thereby incur 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 to the said Trustee, with interest thereon at the rate of 15% per annum, all such disbursements or advances or payments made by said Trustee, together with its expenses, including reasonable atturneys' fees; (2) that the said Trustee shall not be required to convey or otherwise dear 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 the fully paid, together with interest thereon as aforesaid, and (3) that in case of non-payment within ten (10) days after demand as a sufficient sum to relimburse 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, or to prosecute or differ different constitued as requiring the Trustee to advance or pay out any money on account of this trust or any property or interest thereunder. The sole duty of the Trustee with reference to any such legal proceeding involving this trust or any property or interest thereunder. The sole duty of the Trustee with reference to any such all payments are provid 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 respect thereto in a manner se sist actory to it.

Notwithstanding anything hard-before 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 property or any part thereof is used, or 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, fiquor store or other scalibhament 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 bram Shop Act of Illinois or any similar law of any State in which the trust property or any part thereof may be located) which in the opinion of the Trustee, may subject the Trustee, within its sole determination, to embatrassment, insecurity, liability hazard or disgustion. Such resignation as to all or part of the trust property shall be fully effected by the conveyance of the Trust property, or the part thermal 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 a six, expenses and autorneys' fees and for its reasonable compensation.

This Trust Agreement shall not be placed on scool in the Recorder's Office or filed in the office of the Registrar of Titles of the inty in which the real estate is situated, or elsewiver, and the recording of the name shall not be considered as notice of the rights of person hereunder, derogatory to the title or powers (1 said Trustee. County Clark's Office

89328064