

UNOFFICIAL COPY

89380905

TRUSTEE'S DEED

The above space for recording only

THIS INDENTURE, made this 3rd day of August 1989 between State Bank of Countryside, a banking corporation of Illinois, as Trustee under the provisions of a deed of trusts in trust, duly recorded or registered and delivered to said Bank in pursuance of a trust agreement dated the 28th day of May 1987, and known as Trust No. 87-307 party of the first part, and STANDARD BANK AND TRUST CO., as Trustee under Trust Agreement dated December 1, 1978 and known as Trust no. 6164, and not personally, of 2400 West 95th Street, Evergreen Park, IL 60642 parties of the second part WILNESSETH, 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, STANDARD BANK AND TRUST CO., as Trustee aforesaid, the following described real estate, situated in Cook County, Illinois, to wit:

Lot 7 in Woodland Estates, being a Subdivision of the West 753 feet of the North 103.01 feet of the North 10 acres of the West 1/2 of the Southeast 1/4 of Section 3, and the South 15 acres of the West 1/2 of the Northeast 1/4 of Section 3 (except that part falling in Forest Hills, a Subdivision of parts of the Northeast 1/4 and the Southeast 1/4 thereof) in Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.L.N. 20-03-200-007-0000 } affects this and other properties
20-03-400-012-0000 }
Commonly known as 5122 Briarwood Lane, Hickory Hills, IL 60457

TO HAVE AND TO HOLD the same unto and parties of the second part, and to their heirs, assigns and assigns forever, of said party of the second part.

Subject to easements, covenants, conditions and restrictions of record, if any.
Subject to 1988 real estate taxes and subsequent years.

DEPT-01 \$12.25
T81111 TRAN 8637 08/LA/89 11-01-00
81279 SA #89-880905
COOK COUNTY RECORDER

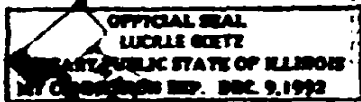
This deed is executed by the parties of the first part as Trustee, as above set forth, and in the exercise of the power and authority granted to and vested in it by the terms of said Deed of Trust and the provisions of said Trust Agreement of above recited and of every other power and authority thereunto enabling SUBJECT, HOWEVER, to the extent of all stated deed and of mortgage upon said real estate of any of record in said County, all unpaid general taxes and special assessments, and other taxes and claims of any kind, pending or litigated, if any, affecting the said real estate, including liens, building liens and other liens, and all other liens of any party, walls, party walls, party walls and party wall agreements of any zoning and building laws and ordinances, and all other liens of any character, of record, if any, and rights and claims of parties in personam.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto set, and the said deed to be signed to the presence by its Trust Officer and attested to by ASSISTANT PRESIDENT, this day and year first above written.

STATE BANK OF COUNTRYSIDE, Trustee aforesaid
By: [Signature]
Attest: [Signature]

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that SUSAN L. JUTZI, MARTIN J. BUCHEN, of said Bank, personally known to me, to the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Vice President, 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 ASSISTANT VICE PRESIDENT, did also then and there acknowledge that he is the Trust Officer, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.



3rd day of August 1989
[Signature]
Notary Public

INDEXED
S. JUTZI 892108
NAME: RILEY RILEY & RILEY
STREET: 8855 S. ROBERTS RD
CITY: HICKORY HILLS ILLINOIS 60457
OFF RECORDER'S DEED BOX NUMBER

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
Vacant lot
Hickory Hills, Illinois

1225

Vertical text on the right edge of the document.

Vertical text on the far right edge of the document.

# 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 right to receive the proceeds from rentals and from mortgages, sales or other disposition of said real estate, and that such right in the event 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 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 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 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 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 shall be made a party 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 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 attorneys' fees; (2) that the said Trustee shall not be required to convey or otherwise deal 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 (3) that in case of non-payment within ten (10) days after demand by the Trustee may sell all or any part of said real estate at 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, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder. The sole duty of the Trustee with reference to any 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 hereinbefore 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, liquor store or other establishment 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 Dram 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 embarrassment, insecurity, liability, hazard or litigation. 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 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 the County in which the real estate is situated, or otherwise, and the recording of the name shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said Trustee.

89380905

114.00  
REAL ESTATE TRANSACTION TAX  
Cook County

10601  
Cook County Office

COOK COUNTY RECORDER  
10601  
Cook County Office

10601  
Cook County Office