UNOFFICIAL COPY

QUIT CLAIM DEED IN TRUST

90413211

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor LYNN KELLY, divorced and not since remarried

of the County of Sangamon and State of Illinois for and in consideration of the sum of Ten and No/100 Dollars, 10.00

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey s and Quit Claim s unto COLE TAYLOR BANK FORD CITY, a banking corporation duly organized and existing under the Laws of the State of Illinois, and duly authorized to accept and execute trust within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 9th day of August, 19 89, and known as Trust Number 89-2082, the following described real estate in the County of Cook and State of Illinois, to wit:

LOT 4 IN ARTHUR TARDIFF'S RESUBDIVISION OF LOTS 79 AND 80 IN F. H. BARTLETT'S AERO FIELD SUBDIVISION OF THE SOUTH 20 ACRES OF THE EAST HALF OF THE NORTH EAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTH EAST QUARTER OF SAID SECTION 33 (EXCEPT PART DEDICATED FOR PUBLIC HIGHWAY BY DOCUMENT 7737153 RECORDED IN RECORDER'S OFFICE ON DECEMBER 5, 1922) IN COOK COUNTY, ILLINOIS.

PIN: 19-33-404-036

Commonly known as: 5129 W. 85th Street
Burbank, Illinois 60459

SUBJECT TO: General real estate taxes for the year 1989 and subsequent years, covenants, conditions and restrictions of record.

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, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said premises 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 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 premises, or any part thereof, to lease said premises, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise 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 or times hereafter, to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange said premises, 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 premises and vacated streets and alleys, or any part thereof, in manner and for any other consideration as it shall deem advisable, regardless of the relationship of said parties, or any of them, to said Trustee, or any successor in trust hereunder, or any beneficiary hereunder, or any beneficiary under said Trust Agreement, or any successor in trust under said Trust Agreement, or any beneficiary thereunder, or any other person or corporation whomsoever, and to contract with respect to the terms, conditions and provisions of any such lease or leases, or any part thereof, or any other instrument or agreement affecting said premises, or any part thereof, and to execute and deliver any and all such instruments and agreements in connection with any of the foregoing powers, duties and authorities herein and in said Trust Agreement set forth, or any of them, and to do all other things necessary or desirable to carry out the purposes of said Trust Agreement.

In no case shall any party dealing with said Trustee in relation to said premises, or any part thereof, or to whom said premises, 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 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 any successor in trust, or be obliged or privileged to inquire into any 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 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 said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was made in accordance with the terms, conditions and provisions of this indenture and said Trust Agreement and is binding upon all beneficiaries under said Trust Agreement, (c) 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 and duties, or any of them, as may be conferred upon said Trustee in this indenture and said Trust Agreement or in which a beneficiary under said Trust Agreement may be entitled to act, or any of them.

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 subject to the provisions of said Trust Agreement. The interest of each such beneficiary shall be deemed to be personal property and may be assigned and disposed of in accordance with the provisions of said Trust Agreement. The terms of said Trust Agreement are incorporated herein by reference and are made a part hereof. The Trustee shall not be personally liable for any act or omission hereunder, or under said Trust Agreement or under any amendment thereto, except for its own gross negligence or willful misconduct. Any contract, obligation or indebtedness incurred or entered into by said Trustee in connection with said premises may be entered into by said Trustee in such form and with such effect as said Trustee may deem appropriate in the discretion of said Trustee. Said Trustee is not required to file any document, perform any act or take any other action in connection with the ownership or operation of said premises, or any part thereof, in any office of any public officer, but may do so at its option without liability for failure to do so.

The interest of each beneficiary