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TRUSTEE'S DEED

1990 OCT 22 4:43 PM

905027076

The above space for recorder use only

THIS INDENTURE, made this 22nd day of October, 1990, 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 17th day of April, 1990, and known as Trust No. 90 658 party of the first part, and JOHN P. HEAVY and FRANCES E. HEAVY, his wife, as joint tenants of 10333 S. Mison, Oak Lawn, IL 60453,

parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10,000) 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, JOHN P. HEAVY and FRANCES E. HEAVY, his wife, the following described real estate, situated in Cook County, Illinois, to-wit:

10540 Unit 1 South in Glenview Estates Condominium as delineated on a Survey of the following described real estate: Lots 13 and 14 in Frank Delagach's Central Avenue Gardens, being a Subdivision of the East 2/5 of the East 1/2 of the North East 1/4 of Section 17, Township 37 North, Range 13 (except Streets and parts of Streets heretofore dedicated) in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded October 12, 1990 as document 90500260, together with its undivided percentage interest in the common elements.

14.00

P.L.N. 24 17 207 012-0000 affects this and other properties 24 17 207 013 0000 24 17 207 014 0000

Together with the tenements and appurtenances thereto, together with HAVE AND TO HOLD the same unto said parties of the second part, and to the proper use, benefit and behoof forever of said party of the second part

Subject to easements, covenants, conditions, restrictions of record and terms, provisions, covenants, conditions and options contained in and rights and easements established by the Declaration of Condominium Ownership recorded October 12, 1990 as document 90500260 and Subject to 1990 real estate taxes and subsequent

VEALS. This deed is executed by the party of the first part as Trustee, as aforesaid, pursuant to 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 above mentioned, and of every other power and authority thereto enabling, SUBLIC, HOWEVER, to the heirs of all trust deeds and/or mortgages upon said real estate, if any, of record in said county, all unpaid general taxes and special assessments and other liens and claims of any kind, pending litigation, if any, affecting the said real estate, building liens, building, liquor and other restrictions of record, if any, party walls, party wall rights and party wall agreements, if any, zoning and building laws and ordinances, mechanic's lien claims, if any, easements of record, if 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 hereto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Asst. Vice Pres. the day and year first above written

STATE BANK OF COUNTRYSIDE as Trustee as aforesaid By [Signature] Trust Officer Attest [Signature] Asst. Vice Pres.

STATE OF ILLINOIS COUNTY OF COOK the undersigned the undersigned SUSAN L. JUTZI A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT MUREN J. BROCKEN of said Bank, personally known to me to be the same persons Trust Officer and Asst. Vice Pres. who names are subscribed to the foregoing instrument as such and 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 Asst. Vice Pres. did also then and there acknowledge that and the said 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 Trust Officer's own free 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 22nd day of October, 1990

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. DEC. 3, 1992

Prepared by S. Jutzi 6724 Joliet Rd Countryside, IL 60525 NAME STREET CITY OR RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 10540 S. Central, Unit 1 South Chicago Ridge, IL 60415 Box 333

STATE OF ILLINOIS REAL ESTATE TRANSACTION TAX 86.001 43.00 Document Number 905027076

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IT IS UNDERSTOOD AND AGREED by the parties hereto, and by any person or persons who may be hereinafter named as an interest under this trust, that the interest of any beneficiary hereunder shall consist solely of the proceeds from the sale of said real estate and to manage and control said real estate as hereafter provided, and the right to receive the proceeds from the sale and from mortgages, sales or other disposition of said real estate, and that such right in the sale 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, assets 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 in the Trust Agreement. The death of any beneficiary hereunder shall not terminate the trust nor in any manner effect the powers of the Trustee hereunder. Any beneficiary 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 original copy of the Trust Agreement, the report thereon, and every assignment of any beneficiary interest hereunder, the original or duplicate of which shall be filed in the Trust Agreement 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 advance 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, 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 employ or retain counsel and shall thereby incur attorneys' fees, or in the event the Trustee shall incur any liability for loss or damage or expense 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 12% 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 carry on otherwise than 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 said Trustee may sell all or any part of said real estate at public or private sale in 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 receipt of any of 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 beneficiary hereunder after the Trustee is served with process therein 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 hereinafore contained, the Trustee, at any time and without notice of any kind, may except 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, 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, without such 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, at the part thereof, as to which the Trustee deems to bring 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 elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said Trustee.

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EXHIBIT A

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, ALL RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHT, AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

Property of County Clerk's Office

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