

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Richard R. Barz and Patricia J. Barz, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten & 00/100's Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey - and Warrant - unto HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 23rd day of January 19 90, and known as Trust Number 90-3888, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 55 in J.E. Merrion's Nob Hill Addition to Country Club Hills resubdivision of lots 22 to 75 inclusive, lots 104 to 132 inclusive, lots 157 to 186 inclusive, and lots 208 to 223 inclusive, together with vacated streets in J.E. Merrion's Country Club Hills 6th Addition subdivision of part of the West 3/4 of the North West 1/4 of Section 26, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN #28-26-105-055-0000, Vol. 033
Common Address: 3706 W. 168th St., Country Club Hills, IL

TO HAVE AND TO HOLD the said real estate 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 real estate or any part thereof to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said real estate 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 real estate 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, to pledge or otherwise encumber said real estate or any part thereof, to lease said real estate or any part thereof, from time to time, in person or by agents, to lease to commence at a time in the future, and upon any terms and for any period or periods of time, not exceeding the term of any single lease, and to renew or extend leases upon any terms and for any period or periods of time, and to make, change or modify leases, and the terms and provisions thereof at any time or 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 reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, 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 the easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other consideration as it would be lawful for any person owning 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 any capacity in trust, in relation to said real estate, or to whom said real estate 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 real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person so dealing the Registrar of Titles of said county relying upon or claiming under any such conveyance, lease or other instrument, or 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, so 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, or in all assignments thereof, if any, and binding upon all beneficiaries thereunder, so that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver over, such deed, trust deed, lease, mortgage or other instrument and 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Heritage Trust Company, 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 by anything it or they or its or their 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 assignment thereof or for injury to person or property happening in or about said real estate, and all such liability being hereby expressly waived and released. Any contract, obligation 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 beneficiary under said Trust Agreement as their attorney in fact, hereby irrevocably appointed for each purpose, 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 the trust property and fund, in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

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 only in the earnings, assets and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby assigned 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 earnings, assets and proceeds thereof as aforesaid, the intention hereof being to vest in said Heritage Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

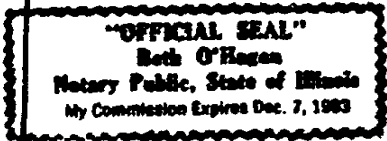
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" or "with limitations" or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the Grantor, Richard R. Barz and Patricia J. Barz, their ve their S
hereunto set hand and
seal this 23rd day of January 19 90
Richard R. Barz Patricia J. Barz

STATE OF Illinois I, the undersigned, a Notary Public in and for said County of Cook do hereby certify that Richard R. Barz and Patricia J. Barz

personally known to me to be the same person S whose name S 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 23rd day of January 19 90
Beth O'Hagan Notary Public
My commission expires 12-7-93



GRANTEE: HERITAGE TRUST COMPANY
TAX BILLS TO:
HERITAGE TRUST COMPANY
17500 Oak Park Avenue
Tinley Park, Illinois 60477

3706 W. 168th St., Country Club Hills, IL
For information only insert street address of above described property.

EXEMPT OF PROVISIONS OF REVENUE ACT. SECTION 4 OF REAL ESTATE TRANSFER TAX ACT.
This space for affixing Rulers, and Revenue Stamps

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UNOFFICIAL COPY

DEE /

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Property of Cook County Clerk's Office

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