

# UNOFFICIAL COPY

## DEED IN TRUST

30102892

DEED The duty of the recorder's use only

THIS INDENTURE WITNESSETH THAT THE GRANTOR, HENRY H. FLOCK, married to Rosemarie Flock Cook 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 - and Warrant - unto HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of February 1990, and known as Trust Number 90-3901, the following described real estate in the

County of Cook and State of Illinois, to-wit: Lot No. 1 in the Resubdivision of Lots 38, 39 and 40 inclusive of Matteson Highlands Unit No. 1 in Section 22, Township 35 North, Range 13, East of the Third Principal Meridian as per Plat thereof recorded August 22, 1963 as Document No. 18892127.

PIN: 21-22-205-062  
ADDRESS: 4206-12 Lindenwood Drive, Matteson, IL 60443

Subject to: (1) Real estate taxes for the year 1989 and subsequent years; (2) Easements, covenants and restrictions of record

613.25  
T#4449 TRAN 3356 03/07/90 14:56:00  
#6626 HD \*--70--102392  
COOK COUNTY RECORDER

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 create any subdivision or other part thereof, and to resubdivide said real estate as often as desired, in contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, in 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, 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 possession or reversion, by leases in common or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 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 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 or 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 considerations as it should 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, or any successor 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 proceeds, borrowed or advanced on said real estate, or be obliged to see that the terms of any 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, 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 including the Registrar of Titles of said county relying upon or claiming under any such conveyance, lease or other instrument (at 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, 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 amendments thereof, if any, and binding upon all beneficiaries hereunder, that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver each deed, mortgage, lease, 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 it, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Henry H. Flock nor its Trust Company, individually or as Trustee nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if they or it 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 amendment thereto, or for injury to person or property happening in or about the said real estate, any 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 beneficiaries under said Trust Agreement as their attorneys-in-fact, hereby authorized and appointed for such purposes, 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 liability whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee are applicable for the payment and discharge thereof. All persons and corporations whomsoever, and whatever, 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, profits and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and not real property hereunder, shall have any title or interest, legal or equitable, in or to said real estate as such but only an interest in earnings, profits 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 "with limitations," or words of similar import, in accordance with the statute in such case made and passed.

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.

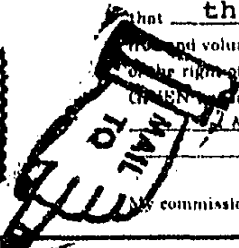
In Witness Whereof, the grantor J H F aforesaid he hereunto set hand and seal this February day of 19 90

(HEAL) Henry H. Flock (HEAL)  
(HEAL) Rosemarie Flock (HEAL)  
Rosemarie Flock

STATE OF Illinois County of Cook I, Joseph R. Perozzi, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Henry H. Flock, married to Rosemarie Flock, married to Henry H. Flock

personally known to me to be the same person S whose name S are 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 their right of homestead.

"OFFICIAL SEAL"  
JOSEPH R. PEROZZI  
Notary Public, State of Illinois  
My Commission Expires Aug. 28, 1993



Notarial seal this February day of 1990  
A.D. 1990  
Notary Public

GRANTEE'S ADDRESS: HERITAGE TRUST COMPANY  
17500 Oak Park Avenue  
Tinley Park, Illinois 60477  
4206-12 Lindenwood Drive  
Matteson, IL 60443  
This instrument was prepared by:  
Joseph R. Perozzi, 165 West Tenth  
Street P.O. Box 637, Chicago Heights, IL 60411.

This Document Prepared By:

COOK COUNTY RECORDER

30102892

30102892

UNOFFICIAL COPY

Property of Cook County Clerk's Office

30102892

