

DEED IN TRUST 90129454

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Ross R. Radke and Lana J. Radke 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 13th day of March 19 90, and known as Trust Number 90-3925, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 53 in Bowman Estates Subdivision, being a resubdivision of Lots 11 to 14 (both inclusive) in block 1 in Arthur T. Mc Intosh and Company's Southtown Farms unit no. 6 (being a subdivision in the East Half of the West Half of Section 28, Township 36 North, Range 13 East of the Third Principal Meridian lying North of the Indian Boundary line in Cook County, Illinois) also. That part of the heretofore vacated 40.00 feet wide Laramie Avenue (lying South of the Easterly prolongation of the North line of said Lot 11 and lying North of the Easterly Prolongation of the South line of said lot 14) as heretofore dedicated in Arthur T. Mc Intosh and Company's Southtown Farms unit no. 6 subdivision as aforesaid in Cook County, Illinois. PIN #27-30-401-033-0000 Common Address: 11445 Winding Creek Ct., Orland Park

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, or any successor in trust, 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 resubdivide 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 and 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 to commence in present 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 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 in connection with 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 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 money borrowed or advanced on said real estate, or be obliged to see that the terms of the 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 including the Registrar of Titles of said county relying upon or claiming under any such conveyance, lease or other instrument on 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 amendments thereto, if any, and binding upon all beneficiaries thereunder, (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) that 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 for any debt, or for any injury to person or property happening in or about or in connection with 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 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 attorney-in-fact, heretofore irrevocably 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 obligation 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 shall be applicable for the payment and discharge thereof. All persons and corporations whomsoever 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, avails 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 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, avails 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.

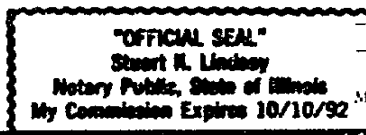
And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois providing for a exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S _____ ve _____ their _____ hand S _____ and seal S _____ day 13th _____ day of March _____ 19 90 Ross R. Radke (SEAL) Lana J. Radke (SEAL)

STATE OF Illinois, the undersigned _____ CGDK COUNTY RECORDER, a Notary Public in and for said County of Cook, do hereby certify that Ross R. Radke and Lana J. Radke

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 13th day of March _____ A.D. 19 90 _____ Notary Public



GRANTEE: NO CHANGE WHERE TAX BILLS ARE SENT 11445 Winding Creek Ct., Orland Park, IL

HERITAGE TRUST COMPANY 17500 Oak Park Avenue Tinley Park, Illinois 60477

For information only insert street address of above described property

Heritage Trust Company 17500 South Oak Park Avenue Tinley Park, Illinois 60477

This Document Prepared By

1300 E

90129454

EXEMPT OF PROVISIONS OF PARAGRAPH E, SECTION 4 OF REAL ESTATE TRANSFER TAX ACT. Date 3/13/90 Ross Radke

This space for affixing Hiders and Revenue Stamps

90129454

Document Number

\$13.00 T#5555 TRAN 0381 03/23/90 10 26:00 #0678 *E* 90 129454

UNOFFICIAL COPY

Property of Cook County Clerk's Office

90123454

COOK COUNTY CLERK'S OFFICE
JAN 10 2010 10:10 AM
100 N. LAUREL ST. CHICAGO, IL 60601