UNOFFICIAL COPY

90159778

DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Robert J. Smith, a bachelor

of the County of DuPage and State of Illinois, for and in consideration of the sum of Ten and no/100ths---------- Dollars ($ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged Convey and Warrant unto BRIDGEVIEW BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 23rd day of March 19 90 and known as Trust Number 1-1878, the following described real estate in the County of Cook and State of Illinois, to-wit

Lot 49 in Frank DeLugach's Marie Highlands, a Subdivision of the North half of the Northwest quarter (except the East 49 1/2 feet thereof and except the East 20 Acres lying West of the East 49 1/2 feet thereof) of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.**

Commonly Known As: 7922 West 88th Street, Hickory Hills, Illinois 60457

P.I.N. 23-01-213-009

Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act. 3/27/90 Date. Buyer, Seller or Representative

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 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 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 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 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 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 relation to said real estate, or any part thereof, 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 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 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 executed in accordance with the terms, conditions and limitations of this indenture and said Trust Agreement or all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee 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, authorities, duties and obligations of its, his, or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Bridgeview Bank and Trust Company individually nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its agents or attorneys may do or omit to do in connection with said real estate or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereof, or for injury to person or property happening on 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, hereby 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 whatever 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 provision, and of the fact that the beneficiaries of said trust have no power to bind the property.

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 the earnings, avails and proceeds arising from the sale or 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 the earnings, avails and proceeds thereof as aforesaid, and the proceeds of sale of said real estate, except to said Bridgeview Bank and 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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 23rd day of March 19 90.

X Robert J. Smith (SEAL)

Robert J. Smith (SEAL)

DEPT-01 RECORDING $15.00
T#9999 TRAN 1538 04/18/90 11:17:00
#3480 # G *-90-159778
COOK COUNTY RECORDER

STATE OF Illinois
County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert J. Smith, a bachelor

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 March A.D. 19 90.

Notary Public

My commission expires 10/10/90

" OFFICIAL SEAL "
JEFF G. PAGNI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/10/90

Document Number 90159778

This space for affixing Riders and Revenue Stamps

GRANTEE:

BRIDGEVIEW BANK AND TRUST COMPANY
7940 South Harlem Avenue - Box 206
Bridgeview, Illinois 60455

This instrument was prepared by
Peter E. Haleas, Attorney at Law
7940 South Harlem Avenue
Bridgeview, Illinois 60455

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