

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, That the Grantor, ROBERT H. BURTON MARRIED TO DONNA BURTON of the County of 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 State Bank of Countryside a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 18th day of January 1988, and known as Trust Number 88-387, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 70, 71, AND 72 IN BLOCK 16 IN JOHN F. EBERHART'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NO: 19-23-231-001-0000
COMMONLY KNOWN AS: 3259 W. 66th Place, Chicago, Illinois
6637-43 So. Spaulding

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT TRUST NUMBER

SAID PROPERTY IS NOT HOMESTEAD PROPERTY

SUBJECT TO 1989 REAL ESTATE TAXES AND SUBSEQUENT YEARS

13.00

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 streets, highways or alleys and to execute any deed or other instrument or to subdivide said real estate as often as desired, to contract to sell, to purchase, to mortgage, to lease, 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 present 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 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, convey or assign any kind of interest, 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 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 and times hereafter.

In no case shall any party dealing with the 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 this trust have been complied with, or be obliged to inquire into the validity, necessity or effect of any 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 (a) 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, (b) 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 hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and convey such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successor in trust, that such successor or successors in trust were properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of us, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither State Bank of Countryside, individually or as Trustee, nor any successor or successors in trust shall incur any personal liability or be subjected in any claim, judgment or decree for anything it or they or its 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 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 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 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 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, 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 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, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said State Bank of Countryside 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 said Trustee shall not be required to produce the said Agreement of a trust, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor Robert H. Burton aforesaid have hereunto set their hand and seal this 18th day of March, 1990

Peter Burbán Notary Public in and for said County, County of COOK in the State of aforesaid, do hereby certify that ROBERT H. BURTON married to DONNA BURTON, his wife

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

OFFICIAL SEAL OF PETER BURBAN, NOTARY PUBLIC, STATE OF ILLINOIS, MY COMMISSION EXPIRES 9/1/92

Over my hand and notarial seal this 18th day of March, 1990
Notary Public

Prepared by: PETER BURBAN, ESQ.
6509 S. Kedzie Avenue
Chicago, IL 60629

Mail to: STATE BANK OF COUNTRYSIDE
6724 LOUIE ROAD COUNTRYSIDE, ILLINOIS 60525
(312) 483-3800

13.00

BOX 333 - T11

1403
72-17-61-275

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX

650512 Pat Picare

COOK CO. NO. 016
004325
STATE OF ILLINOIS REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
210.00

COOK COUNTY REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE
05.00

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE
787.50

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