

THIS INDENTURE WITNESSETH, that the Grantor Harris and Wolf, an Illinois Partnership of the County of Cook and State of Illinois for and in consideration of ten and 00/100 Dollars, and other good and valuable considerations in hand paid, Conveys and warrants unto the MARQUETTE NATIONAL BANK, a National Banking Association of 6316 S. Western Ave., Chicago, Illinois, as Trustee under the provisions of a trust agreement dated the 28th day of May 1988, known as Trust Number 11891, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 5 in Alpine Estates, a Subdivision of the South 1/2 of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 (except the East 810.00 feet of the North 325.0 Feet thereof; and the Southwest 1/4 of the Southwest 1/4 (except the West 489.0 feet of the South 934.0 feet thereof) all in Section 29, Township 37 North, Range 11, East of the Third Principal Meridian, all in Cook County, Illinois Permanent Index No. 22-29-308-002, 22-29-208-003, 22-29-300-010 commonly known as: 2 Jacqueline Court, Lemont, IL

TO HAVE AND TO HOLD the above premises 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 premises in any part thereof to dedicate parks, streets, highways or alleys and to vacate any subdivided lots or parts thereof and to resubdivide said premises as often as desired, to contract to sell to grant options to purchase, to sell on any terms to convey either in fee or in trust, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all the title estate, power, authority and interest vested in said trustee to donate, to dedicate, to mortgage, pledge or otherwise encumber said premises, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or 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 100 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify any and all 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 premises and to contract respecting the manner of using the amount of present or future rentals to partition or to exchange said premises or any part thereof, or 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 any part or payment appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it may be authorized to do by any instrument having the same date as this same, whether such instrument be different from the ways above specified, at any time or times hereafter.

In any case shall any party dealing with said trustee in relation to said premises or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be charged in any way with the terms of this trust, have been complied with, or be obliged to see to 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 the same, unless such person can show that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this indenture and in said trust agreement, or in some amendment hereof and binding upon all beneficiaries thereunder. (c) That said trustee is duly authorized and empowered to execute and deliver to said mortgagee or other instrument and to do the same in the same manner as made in a successor or successors in trust, that such successor or successors in trust have no property, appurtenant and are fully vested with all the title estate, power, authority, duties and obligations of the trust or their predecessors in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under the terms of this trust shall be only in the earnings, assets and proceeds arising from the use or other disposition of said real estate, and such interest shall be declared to be per se in the property and the beneficiaries hereunder shall have no title or interest, legal or equitable, in or to said real estate as such, that with an interest in the earnings, assets and proceeds thereof as aforesaid.

If the terms of any of the above conditions or covenants hereof shall be in conflict with the provisions of any statute in force in the State of Illinois, such conflict shall be deemed to be inoperative and the provisions of such statute shall govern.

And the said grantor hereby expressly covenants, warrants and releases to, and in favor of, the said trustee, his heirs, assigns and all successors of the State of Illinois, providing for the exemption of homesteads from such execution or collection.

In Witness Whereof, the grantor hereby causes this instrument to be signed by its authorized officers and agents, and seal.

Robert Harris, Jr. (Seal) Michael Wolf (Seal)
Robert Harris, Jr., Partner Michael Wolf, Partner
Harris & Wolf Construction, an IL Partnership Harris & Wolf Construction, an IL Partnership

Prepared By: Joseph Rejowski 6233 W. 63rd St., Chicago, IL 60638

State of Illinois, I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that County of Cook, ss Robert Harris, Jr. and Michael Wolf personally appeared to me to be the same person whose name is subscribed to the foregoing

OFFICIAL SEAL and delivered to me the day in person and acknowledged that they executed the foregoing instrument of their free and voluntary act, for the uses and purposes therein set forth including the release and the waiver of the right of homestead
JOSEPH A. REJOWSKI
Notary Public, State of Illinois
My Commission Expires July 31, 1990

Joseph Rejowski
Notary Public

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
2 Jacqueline Court
Lemont, IL

FOR RECORDERS USE ONLY
DEPT-01 RECORDING \$13.00
TR#5555 TRAN 4333 05/11/90 10.01.00
#7809 # E *-90-219462
COOK COUNTY RECORDER

DELIVERY INSTRUCTIONS
MARQUETTE NATIONAL BANK
6316 South Western Avenue
CHICAGO, ILLINOIS 60636
OR
BOX 300

13

Section 2
Anne M. Kelly

This space reserved for return and return stamp

5-4-90

90219462

90219462

UNOFFICIAL COPY

Property of Cook County Clerk's Office

90219462

600229979