~ √g 10 00 THIS INDENTURE, made this day of July State Bank of Countryside, a banking corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded or registered and delivered to said Bank in pursuance of a trust agreement dated the 15th day of January 2, 1987, and known as Trust No. 87-230 party of the first part, and MARTIN J. KARCYNSKI and CANDACE M. KARCYNSKI, his wife, as joint tenants of 15122 Champlain, Dolton, Illinois 60419, parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of -----dollars, and other good and valuable TEN (\$10.00) and 00/100----considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, MARTIN J. KARCYNSKI and CANDACE M. KARCYNSKI, his wife the following described County, Illinois, to-wit: real estate, situated in Lot 60 in Timbers Edge Unit III, being a Subdivision of the West 1/2 of the Northeast 1/4 (except the East 215 feet thereof) of Section 35, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. P.I.N 27-35-222-006-0000 8301 Aster Lane, Tinley Park, IL Commonly known as Together with the tenements and appartenances thereunte belonging. TO HAVE AND TO HOLD the same unto said parties of the second part, and to the proper use, bunefit and behoof forever of said party of the second part. Subject to easements, covenants, conditions and restrictions of record, if any. Subject to 1989 real estate taxes and subsequent years. This deed is executed by the party of the first part, as Trustee, as aforesaid, who and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereinto anabing, SUHIECT, HOWEVIER, it is no floms of all friest deeds and/or mortgages upon said real estate, if any, of record in said county; all unpaid general lakes and operal assess nor is and other flons and claims of any kind; pending litigation. If any, affecting the said real estate; building lines; building, liquor and of or restrictions of record, if any; party walls gifted and party wall agreements, if any; coning and Building Laws and Orals an ex; mechanic's lien claims, if any; consensation. IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be necessired, and has caused its name to be Asst Trust Officer the day and your signed to those presents by its first above written. Trust Officer and attested by its STATE BANK OF COUNTRY ODE as Trustee as aforesaid Attest 11111 The urxlers igned

A Notary Public in and for seld Country, in the state aforesald, DO HEREBY CEY.17. 9, THAT SUSAN L. JUTY! of State Bank of Country yelds and MALREEN J. BROCKEN of said Bank, personally known to the to be the said expressions. The said bank of Country yelds and MALREEN J. BROCKEN of said Bank, personally known to the to be the said expressions. STATE OF ILLINOIS COUNTY OF COOK whose names are subscribed to the foregoing instrument as such Trist Officer, and ASST. Trist Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the users and purposes therein ast forth; and the said ASST. Trust Officer did also then and there acknowledge that

Trust Officer as custodian of the corporate said of said Bank did affix EUCRLE 90872 the said corporate seal of said flank to said instrument as said. I rest. Of ficer's not real and voluntary act, and as the free and voluntary act of and bank, for the uses and purely consistency base firein set forth.

LY CONSISTENCE PAGE 9.1992 town under my hand and Noterial Seal (hip. 2nd day.) FOR INFORMATION ONLY

S. Jutzi INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 6724 Johnt Rd. Countryside, H. 60525 Mr. Richard Wojnarowski 8301 Aster Lane 11212 South Harlem Avenue Worth, IL 60482 Tinley Park, Illinois 60477 O: OR RECORDER'S OFFICE BOX NUMBER X 333 - GG

Prepared by:

NAME

STREET

CITY

COOK

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UNOFFICIAL COPY

IT 18 UND) RSTOOD AND AGREED between the parties here o, and by any person or persons who may become entitled to ally intuied under this trust, that the interest of any beneficiary hereunder shall contait solely of a power of direction to deat with the title to and registed estate and to manage and control said registate as hereinoffer provided, and the right to receive the proceeds from tentals and from mottgages, sales or other disposition of said real estate, and that such right in the aviet of said real estate shall be deamed to be personal property, and may be assigned and transferred as such; that in case of the death of any hereficiarly hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no benefictary now has, and that no beneficiarly hereunder as any time shall have any right, little or interest in or to any portion of said real estate as such, either legal or squatishle, but only an interest in the surmings, swills and proceeds as aforested. Nothing herein contained shall be construed as imposing any obligation on the Trustee, to file any income, profit or other tax reports or schedules, it being expressly understood that the heirefictaries hereunder from time will individually make all such reports and pay any and all taxes growing out of their interest under this Trust Agreement. The death of any beneficial interest herein and the trustee herein and pay any and all taxes growing out of their interest under this Trust Agreement. The death of any beneficial interest herein under shall be hinding on the Trustee until the original or a duplicate city of the assignment of any beneficial interest herein in a duplicate of which shall not have been louged with the trustee, shall be void as to all subsequent assigness or parchasers withour notice. 17 IS UND) RSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to ally

In case said Truscer shall be required in its discretion to make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case said Truster shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person of property, fines or pelied to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, flows are penalties under any law, pudgments or decrees, or otherwise, or in case the Frustee shall deem it necessary on account of this trust, to consult or retain counsel and shall thereby incur attorneys' fees, or in the event the Trustee shall deem it necessary in place certain insurance for its protection because; (i) that they will on demand pay to the said Trustee, with interest thereon at the rate of 15% per annum, all such disbursoments or advances on payments made by said Trustee, together with its expenses, including reasonable attorneys' fees, (2) that the said Trustee shall not be required to convey or otherwise death end of property at any time held becomine until left of said disbursoments, advances and expenses made or incurred by said Trustee shall have been fully paid, together with interest thereon as aforesaid, and (3) that in case of non-payment within ten (10) days after defaund sair. To tee may sail all or any part of seid real estate at public or private sale on such terms as it may use fit, and retain from the peopleds of said sale as aufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorneys' fees, rendering the overplus, if any, to the beneficiaries who are entitled thereto. However, nothing here it contained shall be construed as requiring the Frustee to advance on pay out any money on account of this trust of the protection of definitely and it is trust or any property or interest thereonalder. The sale duty of the Trustee with process therein and to permit such legal proceeding two lying this trust or any property or interest thereonalder. The sale duty of the Trustee with process therein and to permit such legal proceeding to be brought or defended in its name, provided that it shall be indennified in respect therein and to permit such legal procee

Notwithstanding anything he sin' efore contained, the Trustee, at any time and without notice of any kind, may resign as to all or part of the trust property if the trust property or any part thereof is used, or the use thereof is suthinized or contemplated, for any purpose including, but not limited to, the sole at wholesale, retail or otherwise, giving away or other desposition of intoxicating liquors of any kind, or as a tavern, liquor store or other exablishment for the sale of intoxicating highers for use or consumption on the premises or otherwise, or for any purpose which may be within in accope of the Drant Shap Act of Bluons or any similar law of any State in which the trust grouperty or any part thereof may be located by to in the opinion of the Trustee, may subject the Trustee, within its sole determination, to embargament, therefore may be located by the conveyance of the Trust property, or the part there is a which the Frustee desires to resign the trust property, by the Trustee to the beneficiates in accordance with their respective in erest; hereunder. The Frustee nativities maning any resignation hereunder, shall continue to have affired lien on the trust property, for its costs, expenses and alterneys' fees and for its reasonable compensation.

This Trust Agreement shall not be placed on re ord in the Recorder's Office or filed in the affice of the Registrar of Titles of the County in which the real estate is situated, or observed as file recording of the name shall not be considered as notice of the rights of any person becaunder, desognatory to the title or powers of and Pristee. Colling Control

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