

TRUSTEE'S DEED

The above space for recorders use only.

THIS INDENTURE, made this 26th day of August, 1991, between 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, 1987, and known as Trust No. 87-230 party of the first part, and Thomas R. Richter and Jo Ellen Richter, his wife, as joint tenants of 5528 Maple Lane., Midlothian, Illinois parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and 00/100 dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, Thomas R. Richter and Jo Ellen Richter, his wife, the following described real estate, situated in Cook County, Illinois, to-wit:

Lot 169 in Timbers Edge Unit III, being a subdivision of the West 1/2 of the North East 1/4 (except the East 215.00 feet thereof) of Section 35, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

27-35-225-026-0060  
PROPERTY ADDRESS: 8703 Heather Court  
Tinley Park, IL 60477

13.00

COOK COUNTY CLERK

1991 SEP 2 PM 1:09

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Together with the tenements and appurtenances thereunto belonging, TO HAVE AND TO HOLD the same unto said parties of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

Subject to covenants, conditions, easements and restrictions of record if any.  
Subject to 1991 real estate taxes and subsequent years.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to 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 thereunto enabling. SUBJECT, HOWEVER, TO THE LIENS OF ALL TRUST DEEDS AND/OR MORTGAGES UPON SAID REAL ESTATE, IF ANY, OF RECORD IN SAID COUNTY; ALL UNPAID GENERAL TAXES AND SPECIAL ASSESSMENTS AND OTHER LIENS AND CLAIMS OF ANY KIND; PENDING LITIGATION, IF ANY, AFFECTING THE SAID REAL ESTATE; BUILDING LIENS; LIQUOR AND OTHER RESTRICTIONS OF RECORD, IF ANY; PARTY WALKS; PARTY WALL RIGHTS AND PARTY WALL AGREEMENTS, IF ANY; ZONING AND BUILDING LAWS AND ORDINANCES; MECHANIC'S LIEN CLAIMS, IF ANY; EASEMENTS OF RECORD, IF ANY; AND RIGHTS AND CLAIMS OF PARTIES IN POSSESSION.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Asst. Vice Pres. and attested by its Asst. Vice Pres. the day and year first above written.

STATE BANK OF COUNTRYSIDE as Trustee as aforesaid

By: Maureen J. Brocken

Attest: Mary K. Cowen

STATE OF ILLINOIS }  
COUNTY OF COOK }

I, the undersigned, A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Maureen J. Brocken of State Bank of Countryside and Mary K. Cowen of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice Pres. and Asst. Vice Pres. 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 uses and purposes therein set forth; and the said Asst. Vice Pres. did also then and there acknowledge that said Asst. Vice Pres. as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said Asst. Vice Pres. own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

OFFICIAL SEAL  
AUCLE OETZ  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. DEC. 9, 1992

Given under my hand and Notarial Seal this 26th day of August, 1991  
Luan M. Garity  
Notary Public

Prepared by: M. Brocken, State Bank of Countryside  
6723 Joliet Rd.  
Countryside, IL 60525

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

DELIVERY  
NAME: Mr. Thomas R. Richter  
STREET: 17644 Heather Lane  
CITY: Tinley Park, IL 60477

17644 Heather Lane  
Tinley Park, IL

OR: RECORDER'S OFFICE BOX NUMBER

BOX 333

91452827

Buyer, Seller or Representative  
Date  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
REVENUE  
Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE  
110.00

09012321090

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# UNOFFICIAL COPY

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Property of Cook County

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title in said real estate and to manage and control said real estate as hereinafter provided, and the right to receive the proceeds from rental and from mortgage, sale or other disposition of said real estate, and that such right in the event of any beneficiary 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 beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, profit and proceeds as aforesaid. Nothing herein contained shall be construed as imposing any obligation on the Trustee, to the any income, profit or other tax report or schedule, if being capably understood that the beneficiaries hereunder from time to time will individually make all such report and pay any and all taxes growing out of their interest under this Trust Agreement. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the power of the Trustee hereunder. No assignment or a duplicate copy of the original hereof shall be binding on the Trustee until the Trustee and its acceptance indicated thereon, and the reasonable fees of the Trustee for the acceptance thereof paid; and every assignment of any beneficial interest hereunder, the original or duplicate of which shall not have been lodged with the Trustee, shall be void as to all subsequent assigns or purchasers without notice.

In case said Trustee shall be required in its discretion to make any advances of money on account of this trust, or in case said Trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law, judgments or decrees, or otherwise, or in case the Trustee shall deem it necessary to place certain insurance suits or retain counsel and shall thereby incur attorneys' fees, or in the event the Trustee shall deem it necessary to place certain insurance for its protection hereunder, the beneficiaries hereunder do hereby jointly and severally agree as follows: (1) that they will on demand pay to the said Trustee, with interest thereon at the rate of 15% per annum all such disbursements or advances or 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 incur by said Trustee with said property at any time held hereunder until all of said disbursements, payments, 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 demand said Trustee may sell all or any part of said real estate at public or private sale on such terms as it may see fit, and retain from the proceeds of said sale a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including reasonable attorneys' fees, rendering the surplus, if any, to the beneficiaries who are entitled thereto.

Notwithstanding anything hereinbefore contained, the Trustee, at any time and without notice of any kind, may resign as to all or part of the trust property in the trust property or any part thereof is used, or the use thereof is authorized or contemplated, for any purpose (including, but not limited to, the sale at wholesale, retail or otherwise, giving away or other disposition or mortgaging liquor of any kind, or as a tavern, liquor store or other establishment for the sale of intoxicating liquor for use or consumption on the premises or otherwise, or for any purpose which may be within the scope of the Dram Shop Act of Illinois or any similar law of any State in which the trust property or any part thereof may be located) which in the opinion of the Trustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability, arrest or litigation. Such resignation as to all or part of the trust property shall be fully effected by the conveyance in accordance with their respective interests hereunder, the Trustee notwithstanding any resignation hereunder, shall continue to have a first lien on the trust property, for its costs, expenses and attorneys' fees and for its reasonable compensation.

This Trust Agreement shall not be placed in record in the Recorder's Office or filed in the office of the Registrar of Titles of the County in which the real estate is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or power of said Trustee.