

91545019

10-4-91

DEED IN TRUST

RE-RECORD FOR CORRECTION OF DATE TO MATCH DATE OF TRUST AGREEMENT

88400346

The above space for recorder's use only

S 1179642

ORLAND

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, HOWARD J. COLUZZI AND MARY ELLEN COLUZZI, His Wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100- Dollars (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey - and Warrant - unto HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 29th day of August 19 88 and known as Trust Number SS-3420 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 19 in Lancaster Estates, A Subdivision of part of the Northwest 1/4 of Section 29, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index Nos. 28-29-102-003, 28-29-102-004, 28-29-102-022, and 28-29-102-024 Volume 34. (Affects Subject Property and other)

Commonly Known As: 16809 Helen Sandige Court, Tinley Park, Il. 60477

88400346

THIS DOCUMENT PREPARED BY: JAMES F. KIRK, ATTORNEY, 7646 West 159th Street Orland Park, Illinois 60462

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 create any subdivision of part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell or lease in any terms, to convey with or without consideration, to convey and 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, power, and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to 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 the present or in the future, and upon any terms and for any period or periods of time, not exceeding in any one 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 restricting 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 the premises 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 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 or any executor or trustee, 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 derived from said real estate, or be obliged to see that the terms of the trust have been complied with or be obliged to inquire into the authority, honesty or independence of any one 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 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) who acquires an interest in said real estate under any such conveyance, lease or other instrument so that at the time of the delivery thereof the trust created by this Indenture and the said Trust Agreement was in full force and effect, but 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 other instruments, thereof, if any, and binding upon all beneficiaries thereunder, and that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and that the conveyance 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 and duties and obligations of its, his or their predecessor in trust

This conveyance is made upon the express understanding and conditions that neither the Trust Company, individually or as Trustee nor its successor or successors, nor the Trustee shall incur any personal liability or be subjected to any claim, judgment or decree for any time or of any of its or their 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 instrument thereof, or for injury to person or property happening in 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 direction 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 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 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, dividends and proceeds arising from the sale of 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 earnings, dividends and proceeds thereof as aforesaid, the intention hereby being to vest in said Heritage 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

88-100346

In Witness Whereof, the grantor S aforesaid have hereunto set their hand S and seal this 29th day of August 19 88

Howard J. Coluzzi; (SEAL) Mary Ellen Coluzzi (SEAL) Howard J. Coluzzi (SEAL) Mary Ellen Coluzzi (SEAL)

STATE OF ILLINOIS County of COOK I, JAMES F. KIRK a Notary Public in and for said County, in the State aforesaid, do hereby certify that HOWARD J. COLUZZI AND MARY ELLEN COLUZZI, His Wife,

REACKNOWLEDGED FOR RE-RECORDING TO CORRECT DATE TO MATCH DATE OF TRUST AGREEMENT personally known to me to be the same person S whose name S are 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 right of homestead

GIVEN under my hand and notarial seal this 29th day of August 19 88



10-4-91

Notary Public signature and seal

My commission expires April 22, 1989

GRANTEE:

HERITAGE TRUST COMPANY 17500 Oak Park Avenue Tinley Park, Illinois 60477

\$12.00 MAIL 16809 Helen Sandige Court Tinley Park, Illinois 60477

STATE OF ILLINOIS

Document Number

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DEPT-01 RECORDINGS ^{dw} \$13.00
T#8868 TRAN 9588 10/18/91 14:08:00
#1747 # F # ~~91~~ 545019
COOK COUNTY RECORDER

DEPT-01 \$12.25
T#4444 TRAN 1973 09/01/88 15:33:00
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COOK COUNTY RECORDER

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