

DENOFFICIAL CO

THIS INDENTURE, made this	10th d	lay of	December	, 19 91	, between	
State Bank of Countryside, a ban	king corporation	n of Illinoi	s, as Trustee under th	e provisions of	a deed or	
deeds in trust, duly recorded or					agreement	
dated the 15th day of						
party of the first part, and FIF	ST NATIONAL	BANK OF	EVERCREEN PARK,	Trustee und	ler Trust	
Agreement dated December	6, 1991 and	known as	s Trust no. 12169	and not pe	rsonally,	
of 3101 W. 95th Street, E	vergreen Par	k, IL	60642 p	arties of the se	cond part.	
WITNESSETH, that said party of the first part, in consideration of the sum of						
TEN (\$10.00) and 00/100			dollars, and	other good an	d valuable	
considerations in hand paid, do	es hereby grant	, sell and	convey unto said pa	rties of the sec	cond part,	
FIRST NATIONAL BANK OF EV				, the following	described	
real estate, situated in Co	ok	County	, Illinois, to-wit:			

Lot 23 in Timbers Estates Phase I, being a Subdivision of part of the West 1/2 of the Southeast 1/4 of Section 27, and the East 1/2 of the Southwest 1/4 of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

 \bigcirc 7-27-400-003-0000 (affects this and other parcels)

Commonly lawn as 17334 S. 92nd Ave., Tinley Park, IL

Together, with the tenements and appurtenances thereunto set aging.
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 easements, covenants, conditions 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, our want to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deed, in Trust and the part islons of said Trust Agreement above mentioned, and of every other power and authority libereunto enabling, SUBJECT, HOWEVER, it: "he liens of all trust deeds and/or mortgages upon said real estate, if any, of record in said county; all unpaid general takes and special assess; in its und other liens and claims of any kind; pending litigation. If any, affecting the said real estate; building lines; building, liquor and other liens and claims of record, if any; party walls, per litigates and claims of parties in possession.

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

BANK OF COUNTRYSIDE as Trustee as aforesa's

STATE OF ILLINOIS COUNTY OF COOK

> OFFICIAL SEAL JOAN CREADEN

A Notary Public in and for said Country, in the state aforesaid, DO HEREBY CERTIFY, THAT SUSAN 1 1077 of State Bank of Country and the state aforesaid and the state Bank of Country and t whose names are subscribed to the foregoing instrument as such and Sr. VICE Pres. respectively appe

Trust Officer as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said Trust Officer's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purpose therein set forth.

NOTARY PUBLIC STATE OF ILLINO Re. therein set forth.
under my hand and Notarial Syal this 10th day or December

MA COMMISSION		Notary Public
Prepared by:	S. Jutzi 6724 Joliet Rd. Countryside, IL 60525	FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
E NAME STREET STREET	ARIHUR L. PIERCE 4246 West 63rd Street Chicago, Illinois 60629	17334 South 92nd Ave.
CITY		The second second

OR: RECORDER'S OFFICE BOX NUMBER .

BOX 333 - TH

from ILLIANA FINANCIAL, INC. (212) 586-9001

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<u> Tinley Park, IL</u>

10715 Tax Act. 16.02330 DEPT. OF က 0 пинини

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COOK :A

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of Paragraph e, Section 4, Real Estate Transfer

Buyer, Seller or Representative

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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 little to-said real estate and to manage and control said real estate as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said real estate, and that such right in the avails of said real estate shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death 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 now has, 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, avails and proceeds as aforesaid. Nothing herein contained shall be construed as imposing any obligation on the Trustee, (o file any income, profits or other tax reports or schedules, it being expressly understood that he beneficiaries hereunder from time to 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 heneficiary hereunder shall not terminate the trust nor lo any manner affect the powers of the Trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the Trustee until the original or a duplicate copy of the assignment, in such form as the Trustee may approve, is lodged with 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 sha void as to all subsequent assignees or purchasers without notice,

void as to all subsequent assignees or purchasers without notice.

In case said Trustee shall be required in its discretion to make any advances of muney on account of this trust or shall be made apparty to any litigation on account of holding title to said real existe or in connection with this trust, or in case said Trustee shall be competed to pay any sum of money on account of this trust, when on account of this trust, when on account of this trust, to consult or retain counsef and shall thereby incur actorneys fees, or in case the Trustee shall deem it necessary on account of this trust, to consult or retain counsef and shall thereby incur actorneys fees, or in the event the Trustee shall deem it necessary to place certain insurance for its protection hereunder, the beneficiaries hereunder do hereby pintly 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 otherwise deal 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 and in a paid, together with interest thereon as aforesaid, and (3) that in case of non-payment within ten (10) days after demand and in a paid also a sufficient sum to reimburse itself for all subdices private sale on such terms as it may see fill, and retain from the proceeds of said also a sufficient sum to reimburse itself for all subdices private sale on such terms as it may see fill, and retain from or to prosecute or defended a sufficient sum to reimburse itself for all subdicients, payments, advances and interest thereon and expenses nothing her in contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or reproduced to the beneficiaries hereunder. The

Notwithstanding anything berei before 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 authorized or contemplated, for any purpose (including, but not limited to, the sale of the wise, giving away or other disposition of intoxicating liquors of any kind, or as a tavern, liquor store or other establishment for the sale of intoxicating liquors for use or consumption on the premises or otherwise, or for any purpose which may be withir 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 by the convergence of the Trustee may subject the Trustee, within its sole determination; to embarrassment, insecurity, liability hazard or attigation. Such resignation as to all or part of the trust property shall be fully effected by the convergence of the Trust property, or the part the sole as to which the Trustee desires to resign the trust hereunder, by the Trustee to the beneficiaries 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 colts, excesses and stroneys' fees and for its reasonable compensation.

This Trust Agreement shall not be placed on record in the Recorder's Office or filed in the office of the Registras of Titles of the

This Trust Agreement shall not be placed on 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 name shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said Trustee. County Control