

# UNOFFICIAL COPY

91674367

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This Indenture Witnesseth:

That the grantors

SVETOZAR JOVANOVIC

and RUZICA JOVANOVIC, his wife,

of the City of Lyons County of Cook and State of Illinois, for, and in consideration of TEN and 00/100 (\$10.00) - - - - - Dollars and other valuable consideration paid, convey \_\_\_\_\_ and \_\_\_\_\_ unto BANK OF LYONS, 8601 W. Odgen Ave. Lyons, IL 60534, a corporation of Illinois, as Trustee under the provisions of a Trust Agreement dated the 9th day of December A.D. 1991, known as Trust Number 3897 the following described real estate in the County of Cook and State of Illinois

THE NORTH 53.58 FEET OF LOT 13 IN 3RD RIVERSIDE ADDITION, A SUBDIVISION OF THE EAST 1078.1 FEET (EXCEPT THE EAST 231 FEET THEREOF) OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 18-01-123-021  
4229 Gage Ave., Lyons IL 60534

DEPT-01 RECORDING \$13.50  
T#4444 TRAN 8944 12/13/91 15:15:00  
#3897 # D \*-91-674361  
(COOK COUNTY RECORDER)

Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act and Cook Co. Ord. 95-04, Par. E.

12/17/91

Date

Buyer, Seller or Representative

To have and to hold the real estate with the appurtenances upon the trust 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 dispose, protect and subdivide said real estate, or any part thereof, to dedicate parts, highways, alleys, and to locate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell to grant options to purchase to sell, or any right to convey, either with or without consideration, or to lease, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases, to commence at present, or at any time, and upon any terms, and for any period or periods of time, not exceeding in the case of any single lease the term of 199 years, and to renew or extend leases upon any terms, and for any period or periods of time, and to amend or change any 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 respecting the manner of fixing the amount of present or future rentals, to partition, or to exchange said property, or any part thereof, for other real or personal property, to grant easements, or charges, or rents, and to release, convey, or assign any right, title or interest, in or about an easement 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 would be lawful for any person having 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 successor in trust, or any holder of any 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 borrowed or advanced on said property, or be compelled to see that the terms of this trust have been complied with, or in the case of any holder of title, the authority, rights or expenditures of any act of said Trustee, or be obliged or compelled to inquire into any of the terms of said Trust Agreement, and even, in the trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said property, shall be considered evidence in favor of every person, including the Register of Titles of said county, relying upon or claiming under any such conveyance, lease or other instrument, so that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, so 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 amendments thereto, of any, and binding upon all beneficiaries hereunder, so 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, if the conveyance is made to a successor or successors, so that that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of trust, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Bank of Lyons, individually, or as Trustee, nor its successor or successors in trust, shall incur any personal liability, or be subjected to any claim, judgment or decree for anything in or out of this Indenture, 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 amendment thereto, or for injury to person or property happening in or about said real estate, or for any improvement, conveyances, any and all such debts, 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 him in the name of the other beneficiaries under said Trust Agreement as their attorney, in fact, or corporatively appointed for such purposes, or at the election 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 of all persons claiming under them or any of them, shall be only in the earnings, avails and proceeds arising from the sale or 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 the earnings, avails and proceeds thereof, as aforesaid, the intention hereof being to vest in said Trustee the entire legal and equitable title in fee simple in and to all the real estate above described.

And said grantor, hereinbefore expressly waive, and release, any and all right or benefit under and by virtue of any, and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals

the 9th day of December 1991

(SEAL)

(SEAL)

Svetozar Jovanovic  
Svetozar Jovanovic (SEAL)  
Ruzica Jovanovic  
Ruzica Jovanovic (SEAL)

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## **DEED IN TRUST**

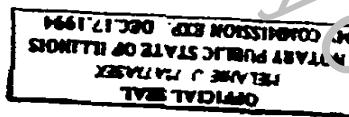
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BANK OF LIONS

UNDER TRUST AGREEMENT

M

MAIL TO  
**BANK OF LYONS**  
P.O. BOX 63  
LYONS, ILL. 60534



My Commission expires

• 43-21-21

2000-2001

GIVEN under my hand and my Notarial Seal this \_\_\_\_\_ day

personally known to me to be the same person; whose name: S - ARTHUR  
subscribed to the foregoing instrument, appeared before me this day in  
person, and acknowledged that they - signed, sealed and delivered  
the said instrument as THE JJC - free and voluntarily at the uses  
and purposes therein set forth, including the release and waiver of the  
right of homestead.

STATE OF ILLINOIS, }  
MELANIE J. MATIASKE }  
A NOTARY PUBLIC in and for said County in the State aforesaid, DO  
HEREBY CERTIFY, that SVETOZAR JOVANOVIĆ and  
RUSIĆA JOVANOVIĆ, his wife,  
COUNTRY OF COOK }  
} ss