

# UNOFFICIAL COPY

91289492

DEED IN TRUST

1991 JUN 17 PM 1:51

91289492

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, PATRICK MAHONEY, A BACHELOR

of the County of Cook and State of Illinois for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars (\$ 10.00)

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged. Convey S unto BRIDGEVIEW BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of certain Trust Agreement, dated the 1st day of December, 1987, and known as Trust Number 1-1625 the following described real estate in the County of Cook and State of Illinois, to-wit:

**LOT 26 IN BLOCK 1 IN THIRD ADDITION TO CLEARING, A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

PIN: 19-17-423-019

P/A: 6155 S. Parkside, Chicago, IL

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 vacate any subdivision of part thereof, and to execute the said real estate as often as desired, in contract to sell to grant options to purchase, to sell in any terms, to convey either with or without consideration, to convey said 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, powers and authority vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to lease said real estate in any part thereof, from time to time, in possession or reversion by lease, to make a presentment in future, and upon any terms and for any period or periods of time, not exceeding in the 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 respecting the manner of fixing the amount of rent, 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 or 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 one or more times hereafter.

In no case shall any party dealing with said Trustee or any successor in trust 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 borrowed or advanced on said real estate, or be obliged to inquire into any of the terms of this Trust Agreement, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to acquire into any of the terms of said Trust Agreement, and every 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 of said County, relying upon or claiming under any such conveyance, lease or other instrument as 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, 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, if any, and binding upon all beneficiaries hereunder, is 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 is 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, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Bridgeview Bank and Trust Company 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 done by it or its agents or attorneys in or about the execution of this deed, or about the possession of the land 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, 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, or by a person or persons 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 liability 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 whomsoever 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, avails 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, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Bridgeview Bank and 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 file 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 visitates of the State of Illinois, providing for exemption of homesteads from sale in execution or otherwise S his

In Witness Whereof the grantor Patrick Mahoney hereunto set hand and seal this 10th day of June, 1991

**PATRICK MAHONEY**

STATE OF Illinois County of Cook Patrick J. Griffin Notary Public, in and for said County in the State aforesaid, do hereby certify that PATRICK MAHONEY, A BACHELOR

personally known to me to be the same person whose name is Patrick Mahoney subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

**" OFFICIAL SEAL "**  
**PATRICK J. GRIFFIN**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/3/93

Patrick J. Griffin  
Notary Public  
My commission expires June 10th 1991

GRANTEE:  
**BRIDGEVIEW BANK AND TRUST COMPANY**  
7940 South Harlem Avenue  
Bridgeview, Illinois 60455

This instrument was prepared by  
**Patrick J. Griffin**  
10001 S. Roberts Road  
Palos Hills, IL 60465

BOX 338 - TH

COOK CO. NO. 016  
918388

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX

DEPT. OF REVENUE  
JUN 17 91  
65.00

COOK COUNTY  
REAL ESTATE TRANSACTION TAX

DEPT. OF REVENUE  
JUN 17 91  
32.50

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX

DEPT. OF REVENUE  
JUN 17 91  
487.50

73-292-55-28  
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