

# DEED IN TRUST

# UNOFFICIAL COPY

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, Cynthia Wolf, n/k/a Cynthia Raimondi and Don Raimondi, her husband, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN and 00/100 Dollars (\$10,000.00), 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 first day of March 19 91, and known as Trust Number 91-4227, the following described real estate in the

County of Cook and State of Illinois, to-wit:

Lot 23 in Frank DeLugach's 159th Street Manor, being a Subdivision in the South 1/2 of Section 18, Township 36 North, Range 12, East of the Third Principal Meridian, according to Plat thereof recorded July 19, 1940 as Document Number 12517560, in Cook County, Illinois

Subject only to: general taxes for 1990 and subsequent years; building lines and building laws and ordinances; zoning laws and ordinances; visible public and private roads and highways; easement for public utilities; and other covenants and restrictions of record.

PIN 27-18-411-007 (vol 146)

PROPERTY known as: 15900 S. 159th Avenue, Orland Park, IL 60462

Full power and authority is hereby granted to said Trustee to improve, protect and subdivide said real estate or any part thereof, to dedicate streets, streets highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without covenants or 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, estate powers and authorities vested in said Trustee to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to lease or let, to let for a term or for an indefinite period of time, to lease or let for a single term or for a term of 99 years, and to renew or extend leases upon any terms and for any periods, periods of time and to amend, change or modify leases and the terms and processes thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to purchase the whole or any part of the property or to contract respecting 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 assignments or changes of any kind, to release, convey or assign any right, title or interest in or about an easement 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 should 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 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 a 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 see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any acts of said Trustee, or any 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 or the County Clerk, of the genuineness of any claim, title or interest in said 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 fully funded and effective, notwithstanding any conveyance or other instrument was executed in accordance with the trust conditions and limitations contained in this Indenture and in said Trust Agreement, or in amendment, or by addition, or by substitution, and holding upon all benefits thereunder, so that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every sealed trust deed, lease, mortgage or other instrument of and to 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 condition that neither Heritage Trust Company, individually or as Trustee nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for any debt or of any of its or their agents or attorneys may do or omit to do in or about this 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, 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 other beneficiaries under said Trust Agreement or their attorney in fact, hereby irrevocably 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 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 to render and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, awards and proceeds arising from the sale of any other disposition of said real estate, and such interest 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, awards and proceeds thereof as aforesaid, the intention hereof being to vest in said Heritage Trust Company the entire legal and equitable title in fee simple, in and to all of the above 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 record 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 waive, and release, any and all right or benefit under and by virtue of all, and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, S. aforesaid has V.C. herunto set their hand S. and seal S. this 13th day of June 19 91.

(Signature) *Cynthia Raimondi* (Signature) *Don Raimondi*  
Cynthia Raimondi Don Raimondi  
Cynthia Raimondi (Signature) *Don Raimondi* (Signature) *Cynthia Raimondi*

STATE OF Illinois, County of Cook, I, Kenneth A. Kredens, Notary Public in and for said County, in the State aforesaid, do hereby certify that Cynthia Wolf, n/k/a Cynthia Raimondi and Don Raimondi, her husband,

personally known to me to be the same person S., whose name is S. A.R.C., 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 seal this 13th day of June 19 91.

1-9-94



Deed Rec'd No. E-1551575

RECEIVED: Mail 80  
HERITAGE TRUST COMPANY  
17500 Oak Park Avenue  
Tinley Park, Illinois 60477

INDEPENDENT FORMS SERVICES 4-287-02

TRUST Dept.

For information only, insert street address of above described property

1329

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DEPT-01 RECORDING \$13.29  
T#6666 TRAN 3943 06/20/91 13:04:00  
\$6728 + H #\*-91-299753  
COOK COUNTY RECORDER

