

# UNOFFICIAL COPY

DEED IN TRUST  
(ILLINOIS)

91393829

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

Thomas James Burns and Mabel Elizabeth Burns, his wife  
THE GRANTORS

of the County of Cook and State of Illinois  
for and in consideration of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid,  
Convey and (WARRANT OR QUIT CLAIM) unto  
Thomas J. Burns and John William Burns  
17606 S. 71st Avenue, Tinley Park, IL

DEPT. OF REVENUE  
STATE OF ILLINOIS  
JULY 1991  
91-393829

(NAME AND ADDRESS OF GRANTEE)  
as trustee under the provisions of a trust agreement dated the 23rd day of July 1991 and known as Trust Number 1204 hereinafter referred to as "said trustee," regardless of the number of trustees, and of all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Cook and State of Illinois, to wit: Lot 78 in Barrett Brothers Third Addition to Tinley Park, being a subdivision of part of lot 6 in Circuit Court Partition in Section 31, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois 28-31-101-011 Permanent Real Estate Index Number 001  
Address(es) of real estate: 17606 S. 71st Avenue, Tinley Park, Illinois

-91-393829

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth

Full power and authority are hereby granted to said trustee to improve, maintain, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to make any subdivision of part thereof; and to resubdivide said property as often as desired; to contract to sell, to grant options to purchase, to sell in any terms, to convey either with or without consideration, to demise said premises 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 mortgage, to pledge or otherwise encumber said premises or any part thereof; to lease said property or any part thereof, from time to time, in possession or reversion, to lease to commence in present or in future, and upon any terms and for any period or periods, to subdivide and to lease, to subdivide and to lease, to lease, to subdivide and to lease, and to renew or extend leases upon any terms and for any period or periods, to amend and to amend and change, to modify, to vary and the terms and provisions thereof at any time or times hereafter, to contract to purchase and to grant options to purchase 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, to divide, to partition, to grant easements, to charge of any kind, to release, convey or assign any right, title or interest in or about, in, on, under, upon, over, to, from, to, or in any part thereof, and to deal with said property and every part thereof in all other ways and for all other purposes and considerations as it would be lawful for any person holding the same to deal with the same, whether similar to or different from the ways and purposes specified at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to which said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced in said premises, or to be obliged to see that the same are properly applied, or to be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such deed, mortgage, lease or other instrument, as of the time of the delivery thereof, the trust created by this Indenture and by said trust agreement, and in full force and effect, and that such conveyance of other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof, and binding upon all beneficiaries hereunder. Said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and all the aforesaid is made by 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.

The interest of each and every beneficiary hereunder and of all persons claiming under them, all of them shall be with in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and said interest shall be declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in said real estate or in the same, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed with the proper fee in the certificate of title or duplicate thereof, or memorial, the words "in trust, on" upon conditions set forth with limitation of the words of similar import, in accordance with the statute in such case made and provided.

And the said grantors hereby expressly waive and release any and all right of benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homestead from said real estate, in whole or in part.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 23rd day of July 1991.  
Thomas James Burns (SEAL) Mabel Elizabeth Burns (SEAL)  
Thomas James Burns Mabel Elizabeth Burns

State of Illinois, County of Cook ss.  
I, the undersigned a Notary Public in and for said County of the State of Illinois, DO HEREBY CERTIFY that Thomas James Burns and Mabel Elizabeth Burns, personally known to me to be the same persons whose names 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.

IMPRESSE  
OFFICIAL SEAL  
SYLVIA CHARLINA  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES DEC 1 1991

23rd day of July 1991  
Sylvia Charlina  
NOTARY PUBLIC

Commission expires  
This instrument was prepared by Atty Kimberly Ptak Rooney, 5717 W. 35th St., Cicero, IL 60650  
NAME AND ADDRESS

\*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE 91393829

MAIL TO { Kimberly Ptak Rooney  
5717 W. 35th St.  
Cicero, IL 60650  
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO {  
Address:  
City, State and Zip:

RECEIVED  
JUL 23 1991  
91-393829  
Mabel Elizabeth Burns

1329

UNOFFICIAL COPY

Deed in Trust

TO

Property of Cook County Clerk's Office

GEORGE E. COLE  
LEGAL FORMS

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