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OR: RECORDER'S OFFICE BOX NUMBER

NAME
STREET
CITY

Mc Cormick & Company
18656 Dixie Highway
Homewood, IL 60430

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Lots 4, 7, 10, 21, 26, 27, 28,

31, 32 and 38 in Carriage

Ridge Estates

Prepared by:

6724 Joliet Rd
Countryside, IL 60525

STATE OF ILLINOIS }
COUNTY OF COOK } SS.
A Notary Public in and for said Country, in the state aforesaid, DO HEREBY CERTIFY, THAT
MAUREEN J. BROCKEN
of said Bank, personally known to me to be the same person
whose names are subscribed to the foregoing instrument as such Trust Officer,
and acknowledged that they signed and delivered the said instrument as their own free and voluntary
act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth;
I did also then and there acknowledge that
said corporate seal of said Bank to said instrument as said Trust Officer's
and as the free and voluntary act of said Bank, for the uses and purposes therein set forth;
I have given under my hand and Notarial Seal this 29th day of June, 1992.



the undersigned
SUSAN L. QUIZ
of State Bank of Countryside and
MAUREEN J. BROCKEN
of said Bank, personally known to me to be the same person
whose names are subscribed to the foregoing instrument as such Trust Officer,
and acknowledged that they signed and delivered the said instrument as their own free and voluntary
act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth;
I did also then and there acknowledge that
said corporate seal of said Bank to said instrument as said Trust Officer's
and as the free and voluntary act of said Bank, for the uses and purposes therein set forth;
I have given under my hand and Notarial Seal this 29th day of June, 1992.

Subject to 1991 real estate taxes and subsequent years.
Subject to easements, covenants, conditions and restrictions of record, if any.
TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party
Together with the covenants and appurtenances thereto in anywise belonging.

92584390

Commonly known as Walker Road, Cook County, Illinois.
P. I. N. 22-21-02-003 (affects this and other parcels)

Subdivision in part of the Southwest 1/4 of the Southeast 1/4 of Section 21,
Township 37 North, Range 11, East of the Third Principal Meridian, in Cook
County, Illinois.
Lots 4, 7, 10, 21, 26, 27 28, 31, 32 and 38 in Carriage Ridge Estates, being a
real estate, situated in Cook
County, Illinois, to-wit:
WITNESSETH, that said party of the first part, in consideration of the sum of
TEN (\$10.00) and 00/100 dollars, and other good and valuable
considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part,
BUILDERS ASSOCIATES, INC.,
the following described
real estate, situated in Cook
County, Illinois, to-wit:

THIS INDENTURE, made this 26th day of June, 1992, between
State Bank of Countryside, a banking corporation of Illinois, as Trustee under the provisions of a deed or
deeds in trust, duly recorded or registered and delivered to said Bank in pursuance of a trust agreement
dated the 6th day of May, 1991, and known as Trust No. 91-1044
part of the first part, and BUILDERS ASSOCIATES, INC., of 6026 Brittny Lane, Tinley
Park, IL 60477
parties of the second part.

This space for affixing riders and revenue stamps.

Exempt under provisions of Paragraph 6, Section 4, Real Estate Transfer
Tax Act.
DEPT-01 RECORD 1965

187777 TRAM 2379 08/06/92 15:11:00
40992 * 92-584390
COOK COUNTY RECORDER
Date

Document Number
92584390

TRUSTEE'S DEED

81311973 PR

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The above space for recording the deed.

UNOFFICIAL COPY

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125903

002504

STATE OF ILLINOIS
JAN--92
DEPARTMENT OF REVENUE
850160

REAL ESTATE TRANSFER TAX
2550
REVENUE STAMP
850883

Property of Cook County

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 decision to deal with the title to said real estate and control said real estate as hereinafter provided, and the right to receive the proceeds from rents and from mortgages, sales or other disposition of said real estate, and that such right in the will 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, profit and proceeds as aforesaid. Nothing herein contained shall be construed as imposing any obligation on the Trustee, to the any income, profit or other tax reports or schedules, it being expressly understood that the 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 beneficiary hereunder shall not terminate the trust nor in 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 shall not have been lodged with the Trustee, shall be 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 money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case said Trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law, judgments or decrees, or otherwise, or in case the Trustee shall deem it necessary to place certain insurance suits or retain counsel and shall thereby incur attorney's fees, or in the event the Trustee shall deem it necessary to place certain insurance for the protection hereunder, the beneficiaries hereunder do hereby jointly 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 attorney's fees; (2) that the said Trustee shall not be required to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said 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 said Trustee may sell all or any part of said real estate at public or private sale on such terms as it may see fit, and retain from the proceeds of said sale a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorney's fees, rendering the overplus, if any, to the beneficiaries who are entitled thereto; however, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest hereunder. The sole duty of the Trustee with reference to any such legal proceeding shall be to give timely notice thereof to the beneficiaries hereunder after the Trustee is served with process therein and to permit such legal proceeding to be brought or defended in its name, provided that it shall be indemnified in respect thereto in a manner satisfactory to it.

Notwithstanding anything heretofore 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 at wholesale, retail or otherwise, giving away or other disposition of intoxicating liquors of any kind, or for any purpose which may be within the scope of the Dram Shop Act or similar law of any State in which the trust property or any part thereof may be located) which in the opinion of the Trustee, within its sole determination, to conveyance of the trust property, or any part thereof, as to which the Trustee desires to resign the trust property shall be fully effected by the Trustee, in accordance with their respective interests hereunder. The Trustee notwithstanding any resignation hereunder, shall continue to have a first lien on the trust property, together with its costs, expenses and attorney's 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 Registrar of Titles of the County in which the real estate is situated, if 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.