

UNOFFICIAL COPY

BOX 333

92620772

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

8009 Trafalgar Court  
Orland Park, IL 60462

Prepared by: S. Juzi  
6724 Joliet Rd.  
Country Side, IL 60525  
NAME: Lucio W. Tenby  
STREET: 1220 W. Madison - Mt. 61220  
CITY: Chicago, IL 60603  
OR: RECORDER'S OFFICE BOX NUMBER

FILED  
RECORDS  
OR

NOTARY PUBLIC STATE OF ILLINOIS  
LUCILLE GOETT  
NOTARY COMMISSION EXPIRES DEC. 9, 1992  
OFFICIAL SEAL  
A Notary Public in and for said County, in the state aforesaid, do hereby certify, that  
SUSAN L. JUZI  
MAUREN J. BROOKEN  
of said Bank, personally known to me to be the same persons  
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;  
and the said  
Trust Officer  
did also then and there acknowledge that  
the said corporate seal of said Bank to said instrument as said  
Trust Officer  
has been under my hand and Notarial Seal this 3rd day of August, 1992.  
Notary Public

STATE OF ILLINOIS }  
COUNTY OF COOK }  
SS }  
the undersigned  
of State Bank of Cook County, in the state aforesaid, do hereby certify, that  
MAUREN J. BROOKEN  
SUSAN L. JUZI  
of said Bank, personally known to me to be the same persons  
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;  
and the said  
Trust Officer  
did also then and there acknowledge that  
the said corporate seal of said Bank to said instrument as said  
Trust Officer  
has been under my hand and Notarial Seal this 3rd day of August, 1992.  
Notary Public

THIS INDENTURE, made this 30th day of July, 1992, between  
State Bank of Cook County, 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 January, 1988, and known as Trust No. 88-383  
party of the first part, and RANDY W. DAVIDS and MARY C. DAVIDS, his wife, as joint  
tenants of 7839 Arguilla Drive, Palos Heights, Illinois 60463,  
parties of the second part,  
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,  
RANDY W. DAVIDS and MARY C. DAVIDS, his wife  
real estate, situated in Cook County, Illinois, to-wit:  
Lot 4 in Stewart Subdivision, being a Subdivision of  
the Northeast 1/4 of Section 2, Township 36 North,  
Range 12 East of the Third Principal Meridian, in Cook  
County, Illinois.  
P.M.N. 27-02-201-051-0000  
Commonly known as 809 Trafalgar Court, Orland Park, IL 60462  
1992 JUL 21 11:21  
92620772  
Together with the tenements and appurtenances thereto belonging,  
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  
of the second part.  
Subject to easements, covenants, conditions and restrictions of record, if any.  
Subject to 1991 real estate taxes and subsequent years.

Buyer, Seller or Representative  
Cook  
0 20 06  
1 9 9  
1992  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
1621 W. MONROE  
CHICAGO, ILL. 60604  
REVENUE STAMP  
AUG 21 1992  
186.50  
Document Number  
REAL ESTATE TRANSACTION TAX  
Cook County  
92620772

TRUSTEES DEED

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Property of Cook County, Ill.

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 real and 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 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, profits and proceeds as aforesaid. Nothing herein contained shall be construed as imposing any obligation on the Trustee, to file any income, profit or other tax report or schedule, if 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 assignments 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, judgment or decree, or otherwise, or in case the Trustee shall deem it necessary to place certain insurance and/or retain counsel and shall thereby incur attorneys' fees, or in the event the Trustee shall deem it necessary to place certain insurance for its 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 attorneys' 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 attorneys' 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 procure 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 thereon 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 a (y) this I 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 as a tavern, liquor store or other establishment for the sale of intoxicating liquors for use or consumption on the premises of the trust, or for any purpose which may be hereinafter stated) which in the opinion of the Trustee, may subject the Trustee, within its sole determination, to embarrassment, liability, loss or litigation. Such resignation as to all or part of the trust property shall be fully effected by the conveyance of the Trust property, or the part thereof, to which the Trustee desires to resign the trust hereunder, by the Trustee to the beneficiaries in accordance with their respective interests hereunder. The Trustee notwithstanding any resignation hereunder, shall continue to have a first lien on the trust property, for its costs, expenses and attorneys' 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, or 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 power of said Trustee.