_	The above space for recorders use only.	ة. ٦	:
	THIS INDENTURE, made this 13th day of October , 1992, between State Bank of Countryside, a banking corporation of Illinois, as Trustee under the provisions of a deed or deeds in the state of the second part agreement dated the 15th day of January , 1987, and known as Trust No. 87-230 party of the first part, and ROBERT W. GROGAN and ANNETTE M. GROGAN, his wife, as joint tenants, of 7534 Cronin Avenue, Justice, Illinois 60458 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	of Paragraph c, Section 4, Real Estate Transfe	
Sep.	considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, ROBERT W. GROGAN and ANNETTE M. GROGAN, his wife , the following described real estate, situated in Cook County, Illinois, to-wit:	. درا	ok
7	Lot 30 in Timbers Estates Phase 2, being a Subdivision of part of the West 1/2 of the Southeast 1/4 in Section 27, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois	Standarbusta G. 4	2 4 2
	P.I.N.: 27-27-307-001-0000	E SCI	
	Commonly known as 17325 Cambridge Place, Tinley Park, IL 60477 COUNTY ILLINOIS FILED FOR RECORD	EXBE	SIAIE :
	92 NO' -2 AMII: 17 Together with the tenements and appurtenances thereunto pelorging. 92812349	OF Z 4	TE TRANS
	TO HAVE AND TO HOLD the same unto said parties 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.	B. U.U.	ER IAX
	Subject to 1992 real estate taxes and subsequent years.	He to los	
7000	This deed is executed by the party of the first part, as Trustee, as aforesaid, and not to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the previsions of said Trust Agreement above montional, and of every other power and authority thereunto enabling, SUBJECT, HOWEVER, it is long of all trust deeds and/or mortgages upon said real estate, if any, of record in said county; all unprid general taxes and special assess; on a and other hons and claims of any kind; pending litigation. If any, affecting the said real estate; building lines; building, liquor and it is restrictions of record, if any; party walls agreements, if any; Zoning and Building Laws and Ordin dees; mechanic's lien claims, if any; casements of record, if any; and rights and claims of parties in possession. IN WITNESS WHEREOF, said party of the first part has a sused its corporate seal to be increte affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Asst. Vice Pres. the day and year first above written.	PARTITION OF THE PARTIES OF THE PART	5 REAL EST
3	STATE BANK OF COUNTRYSIDE us Trustee us aforesaid By Attest Attest	27.1	Cook Count
-	STATE OF ILLINOIS COUNTY OF COOK A Notary Public in and for said Country, in the state aforesaid, DO HEREBY CEP, D'., THAT SUSAN 111171 of State llank of Country side and MAUREEN J. BRDCK Maid Bank, personally known to me to be the sam personal whose names are subscribed to the foregoing instrument as such Trust Officer	4.8	ACTION TO
	and ASST. VICE Pres. acknowledged that they signed and delivered the said instrument as their own free and voluntary set of said bank, for the users and purposes therein set forth: and the said ASST. VICE Pres. did also then and there acknowledge that		X V L Document Number
	CFFICIAL SEAL JOAN CREADEN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JAN. 29,1994 Line said corporate seal of said Bank to said instrument as said. L'UST OFTICES OWN the said corporate seal of said Bank to said instrument as said. L'UST OFTICES OWN the said corporate seal of said Bank, for the uses and purposes therein set forth. ONTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JAN. 29,1994 Notary Public		
Pr DEL	repared by: 6724 Joliet Rd. Countryside, IL 60525 FOR INFORMATION ONL INSERT STREET ADDRESS OF AROV DESCRIBED PROPERTY HER	/E	<u> </u>
LIVERY	mr, Frank Castiditone	928	
X T O		2812349	
	and the second s	-	

BOX 333 - TH

m ILLIANA FINANCIAL, INC. (\$1% **505-5000**

Buyer, Seller or Representative

STATE OF ILLINDIS

UNOFFICIAL COPY

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become dottled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said real estate and to manage and control said real estate as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said real estate, and that such right in the avails 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 heneficiary 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, avails 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 reports or schedules, it being expressly understood that the heneficiaries 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 heneficiary hereunder shall not terminate the trust nor io any manner affect the powers of the Trustee hereunder. No assignment of any beneficiary 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

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 on account of this trust, to consult 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 herethy jointly and severally agree as follows: (1) this they will on demund pay to the said Trustee, with interest thereon at the rate of 15% per annum, all such disbutsements 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 disbutsements, payments, advances and appenses made or incurred by said Trustee shall have the fully paid, together with interest thereon as aforesaid, and (1) that in case of non-payment within ten (10) days aftar demand as 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 or said sale as 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 heneficiaries who are entitled thereto. However, nothing here in totalized shall be construed as requiring the Trustee to advance or pay out any money on account of this trust with process therein an its operation and to permit such legal proceeding involving this t

Notwithstanding anything hy embefore 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 trus, property or any part thereof is used, grithe 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 intexicating liquors of any kind, or as a tovern, liquor store or other sale blishment for the sale of intoxicating liquors for use or consumption on the premises or otherwise, or for any purpose which may be within the scope of the Dram Shop Act of Illinois or any similar law of any State in which the trust property or any part thereof may be located) which in the opinion of the Brustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability, hazare of the Jegaton, 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 as 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 or six, expenses and attorneys fees and for its reasonable compensation.

This Trust Agreement shall not be placed on round in the Hecorder's Office of filed in the office of the Registrar of Titles of the County in which the real estate is situated, or elsewiere 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 six Trustee.