UNOFFICIAL COPY

92003709

DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE, WITNESSETH, that the Grantor GARY R. BROWN, a bachelor of the County of Cook and State of Illinois for and in consideration of Ten and no/100ths----------($10.00)---------- Dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto **BRIDGEVIEW BANK AND TRUST COMPANY**, an Illinois Corporation, 7940 South Harlem Avenue, Bridgeview, Illinois 60455, as Trustee under the provisions of a Trust Agreement dated the 27th day of December 1991 known as Trust Number 1-2038, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 2 in Minton's Resubdivision of Lot 64 in F.H. Bartlett's Oak Park Avenue Farms, a Subdivision of the Southwest 1/4 (except the South 107 feet thereof) of the Southeast 1/4 of Section 30, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.*

Exempt under provisions of paragraph E, section 4, Real Estate Transfer Tax Act.
12-30-91 Date
Buyer, Seller or Representative

92003709

Commonly Known As: 7756 South Rutherford, Burbank, Illinois 60459

P.I.N. 19-30-411-020-0000

TO HAVE AND TO HOLD the said real estate with the appurtenances upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, 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 consideration, 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 said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease, leases 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 exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate, or any part thereof, and to deal with said real estate and every part thereof in every manner now or hereafter permitted by the laws of the State of Illinois, 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, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged or privileged 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said Trust Agreement or in any amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if 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 Bridgeview Bank and Trust Company, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything done or omitted to be done in connection with said real estate or under the provisions of this Deed or said Trust Agreement or any amendments thereof, or for injury to persons 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 then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whomsoever, 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 hereunder and under said Trust Agreement and of all persons claiming under them or any of them, shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is 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 the earnings, avails and proceeds thereof as aforesaid, the entire legal and equitable title in fee simple, in and to all of the real estate above described, being in said Bridgeview Bank and Trust Company.

If the sale or any other real estate now or hereafter registered, the Registrar of Titles is hereby directed not to register 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 any and all statutes of the State of Illinois providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 27th day of December, 91.

X Gary R. Brown (Seal)
Gary R. Brown

(Seal) (Seal)

DEPT-01 RECORDING $23.00
T#3337 TRAN 6179 01/03/92 13:59:00
#9944 # C *-92-003709
COOK COUNTY RECORDER

State of Illinois
County of Cook } SS.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that GARY R. BROWN, a bachelor personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and the waiver of the right of homestead.

Given under my hand and notarial seal this 27th day of December, 91.

"OFFICIAL SEAL"
JOYCE SCHRIMMER
Notary Public, State of Illinois
My Commission Expires 12/12/94

Notary Public

92003709

MAIL TO:

BRIDGEVIEW BANK AND TRUST COMPANY
7940 South Harlem Avenue - Box 206
Bridgeview, Illinois 60455

Box 206

This instrument was prepared by
Lidia Marinca/Bridgeview Bank & Trust Co.
7940 South Harlem Avenue
Bridgeview, Illinois 60455

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