UNOF BIGHAL COPY 159

	UNOF STORE COPY (59	
	TRUSTEE'S DEED The above space for recorders use only.	COOK 016
11/2	THIS INDENTURE, made this 10th day of March , 1993 , 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 21st day of September , 19 92 , and known as Trust No. 92-1190 party of the first part, and ERIKA A. MARCUM, of 2335 West Shakespeare, Chicago, Illinois 60647	And Parte Transfer
7H1	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, ERIKA A. MARCUM real estate, situated in Cook County, Illinois, to-wit:	REAL ESTATE TRA
70	See Legal Description Attached 17 FECORD 93 JUN 30 AN 10: 26 93500159	O 2. O O
	P.I.N. 24-24-109-012, 013, 014, 015, 016	E E
1	Commonly known as 12133 S. Kedzie Avenue, Unit 204, Chicago, Illinois 60655	2 4 5 3 3 3
RA		EAL ESTA VENUE TAMP JUNZ8 REGETS on Union
23	Together with the tenements and appurtenances thereunto selonding. 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.	Cook Co
223	Subject to easements, covenants, conditions and restrictions of record, if any. Subject to 1992 real estate taxes and subsequent years.	County ANSACTIO
474	This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant 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 provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling, SUBJECT, HOWEVER, to: the heads of all trust deeds and/or mortgages upon said real estate, if any, of record in said country; all unpaid general takes and special assessment's rad other liens and claims of any kind; pending litigation, if any, affecting the said real estate; building lines; building, liquor and of the restrictions of record, if any; party walls, party wall rights and party wall agreements, if any; casements of record, if any; and rights and claims of parties in possession.	0 0
€3	IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto whered, and has caused its name to be signed to these presents by its. Asst. Vice Pres. and attested by its. Sr. Vice Pres. the day and year the day and year strength above written.	***
	1 1/4 1/4	0 2 5 4 4 0
70-	Attest Romas Dayle	REVENUE OF REVENUE
(*************************************	STATE OF ILLINOIS SS. A Notary Public in and for said Country, in the state storesaid, DO HEREBY CERTLY THAT MAUREEN J. BROCKEN of State Bank of Country and	V OF C
	THOMAS P BOYLE of said Bank, personally known to me to be the sam persons whose names are subscribed to the foregoing instrument as such ASSL. VICE Pres. and Sr Vice Pres. respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act, and as the free and voluntary act, and they aid also then and there acknowledge that	E C L
	OFFICIAL SEAL JOAN CREADEN the said	AGC 765,00
	Norsty Public	* * * *
	Prepared by: STATE BY OF COUNTRY SAGE 6724 Joliet Rd. Countryside, IL 60525 FOR INFORMATION ONL INSERT STREET ADDRESS OF ABOV DESCRIBED PROPERTY HER	E 📆
	E Nancy Schiavone I NAME Schiavone Schiavone 11133 S. Kedzie Ave., Unit 204	
	V STREET 815 W. Van Buren E CITY Suik 321 Chicago, IL 60655	<u>5</u> 9
	TO: OR: RECORDER'S OFFICE BOX NUMBER	

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IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to uny 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 rentuls and from mortgages, sales or other disposition of said real estate, and that such right in the avails of said real estate shall he 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, 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 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 reals the 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 shal

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 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 (1) by time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall have even fully paid, together with interest thereon as aforessid, and (3) that in case of non-payment within ten (10) days after demand said Trustee may seel 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 rate 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 constitued shall be construed as requiring the overplus, if any, to the beneficiaries who are entitled thereto. However, nothing herein constitued shall be construed as requiring the Trustee to advance

Notwithstanding anything here to fore 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 taver, liquor store or other establishment for the sale of intoxicating liquors for use or consumption on the premises or otherwise, or for any purpose which may be within the scape 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 Trustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability hazard or digation. 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 the eof is to which the Trustee desires to resign the trust hereunder, by the Trustee to the beneficiaries in accordance with their respective it terests hereunder. The Trustee notwithstanding any resignation hereunder, shall continue to have a first lien on the trust property, for its coals, and actionneys fees and for its reasonable compensation.

This Trust Agreement shall not be placed on recording 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 powers of ""I rustee.

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Unit 204 in Celtic Arms Condominium, as delineated on a survey of the following described real estate: Lots 16, 17, 18, 19 and 20 in Block 1 in J. S. Hovland's Kedzie Avenue Subdivision of the West 1/2 of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 in Section 24, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 93166501, together with its undivided percentage interest in the common elements. Also, together with the exclusive right to the use of Garage Unit 204, a limited common element, as delineated on the survey attached to the Declaration aforesaid recorded as Document Number 93166501, in Cook County, Illinois.

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements forth in said Declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, covenants, conditions restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited Sa. OUNIX CICRAS OFFICE and stipulated at length herein.

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Property or Coot County Clerk's Office