TRUSTEE'S DEEL CO. NO. 016 17th August , 19 , between THIS INDENTURE, made this day of 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 1992 and brown as Trust Market 1992 and brown as dated the 21st day of September , 19 92 , and known as Trust party of the first part, and JAMES P. WALSH of 14351 South Greenland, Orland Park, Illinois 60462 , 19 92 , and known as Trust No. 92-1190 STATE OF ILLINOIS STORY REAL ESTATE TRANSFER TAX 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 ---- dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, , the following described JAMES P. WALSH County, Illinois, to-wit: real estate, situated in Cook See Attached for Legal Description. Exemptation of the part of the 24-24-100-012, 013, 014, 015, 016 P.I.N. Commonly known as 11133 South Kedzie Avenue, Unit 303, Chicago, IL 60655 CCRI COUNTY ILLINGIS FILED FOR RECORD and revenue stamps. 93 AUG 26 AM 9: 35 93677184 Together with the tenements and appurtenances thereunt belt nging. 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. Subject to 1993 real estate taxes and subsequent years. This deed is executed by the party of the first part, as Trustee, as aforesaid, with and in the exercise of the power and authority granted to and vested by 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, 1000, or liens of all trust deeds and/or mortgages upon said real estate, if any, of record in said county; all unpaid general takes and special assessine its and other liens and claims of any kind; pending litigation, if any, affecting the said real estate; building lines; building, liquor and other liens of record, if any; party walls, party wall rights and party wall agreements, if any; Zoning and Building Laws and Ordinaries; 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 caused its corporate seal to concrete offixed, and has caused its name to be the day and year signed to these presents by its Asst. Vice Pres. first above written. and attested by its Asst. Vice Pres. * ŝ COUNTRYSIDE as Trustee as aforesaid 6 REVERUE

Attest ./

STATE OF ILLINOIS } COUNTY OF COOK

A Notary Public in and for said Country, in the state aforesaid, DO HEREBY CF.T. Y. THAT

MAUREEN J. BROCKEN

of State Bank of Country

whose names of said Bank, personally known to me to be the sarie rersons plag instrument as such ASST. VICE Pres. whose names are subscribed to the foregoing instrument as such ASST. VICE Pres.

and ASST. VICE Pres.

and ASST. VICE Pres.

respectively, appeared before me this day in person and acknowledged that they signed and delivered the sold instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the users and purposes therein set torth; and the said ASST. VICE Pres.

did also then and there acknowledge that said ASST. VICE Pres.

as custodian of the corporate seal of said Bank did affix said ASST. Vice Pres. as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said ASST. Vice Pres. when free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

17th

_ day of,

OFFICIAL SEAL JOAN CREADEN NOTARY PUBLIC STATE OF ILLINOIS THY COMMISSION EXP. JAN. 29,1994

Prepared by:

NAME.

STREET.

CITY

toan (Cheaden

6734 Joliet Rd. Countryside, 1L 60525

P.E. Mr GEE 15300 L.CAC CA DRIANO PARK. IT GOYGZ

Given under my hand and Notarial) Seal this .

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE COOK

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TRANSACTION

REVENUE

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11133 S. Kedzie Ave., Unit 303

August

Chicago, IL 60655

OR: RECORDER'S OFFICE BOX NUMBER.

UNOFFICIAL COPY

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 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 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 pright, 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 heneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the Trust hearth, in such form as the Trustee may approve, is constructed 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 wold us to all subsequent assignnees or purchasers without notice.

In case said Trustee sh

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 sitle 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 pointly 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 any time held hereunder until all of said disbursements, payments, advances and expenses made or incurteed 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. Since 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's 1° a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including the ey mess of such sale and attorneys' fees, rendering the overplus, if any, to the heneficiaries who are entitled thereto. However, nothing here in contained shall be construed as requiring the Trustee to advance or pay our any money on account of this trust with reference to any sur, least proceeding involving this trust or any property or interest

Notwithstanding anything herei-before 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 sales, wholesale, retail or otherwise, giving away or other disposition of intoxicating liquors of any kind, or as a tavern, liquor store or othe, 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 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 when the opinion of the Trustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability hazsid 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 eo, 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 co. ts. 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 Rugistrar of Titles of the County in which the real estate is situated, or elewhere and the recording of the name shall not be considered as notice of the rights of any person because of the file or powers of said 7 justee.

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Unit 303 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 303, 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 estace, the rights and easements for the benefit of said or reserved easements amaining property.

Id is subject to all rig. tions and reservations contact though the provisions of said applied at length perein.

Pla: 11133 South Reoleve Awenue, c.

Prp: 24-24-100-012, 013, 314, 015, 016 property sit forth in the Declaration of Condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set 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 and stipulated at length cerein.

PIA: 11133 South Redaire Avenue, Unit 303, Chicago, Il Leck 55

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Property of Cook County Clerk's Office