

## A 37 6 6

19 93 13th August day of THIS INDENTURE, made this 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 4th day of June 1990, and known as Trust No. 90-678 party of the first part, and MARTIN VINCENT IGOE and MARGARET IGOE, husband and wife, as joint tentants of 17705 South Sayre Avenue, Tinley Park, IL 60477

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, MARTIN VINCENT IGOE and MARGARET 1GOE, husband and wife , the following described dollars, and other good and valuable

real estate, situated in County, Illinois, to-wit: Cook

Lot 9 in Frey's Resubdivision of Lots 11 and 12 in Block 1 in Elmore's Harlem Avenue Estates, being a Subdivision in the West 1/2 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.1.N. 28-31-(10-009

Commonly known as 17705 S. Sayre Avenue, Tinley Park, IL 60477

Together with the tenements and appurtenances thereunto sell riging.

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 1992 real estate taxes and subsequent years.

This deed is executed by the party of the first part, as Trustee, as aforesaid, our ant to and in the exercise of the power and authority granted to and vested in it by the terms of said Occident Trust and the previsions of said Trust Agreement above mentioned, and of every other power and authority thereunite onebling, SUIDECT, HOWEVER, it is it is liens of all trust deeds and/or mortgages upon said real estate, it any, of record in said county; all unpaid general takes and special ask of the said other liens and claims of any kind; pending litigation, if any, affecting the said real estate; building lines; building, liquor and other restrictions of record, if any; party wall agreements, if any; Zoning and Building Laws and Ordinarces; 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 be bereto affixed, and has caused its name to be lice Pres. the day and your signed to these presents by its Asst. Vice Pres. first above written. and attested by its Asst.

BANK OF COUNTRYSIDE as Trustee as aforest of

STATE OF ILLINOIS SS.

A Notary Public in and for said Country, in the state aforesaid, DO HEREBY CERT FY, THAT DONNA K. OSTROWSKI of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE Pres.

and ASST. VICE Pres. respectively, appeared before me this day in per. or. 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 users and purposes therein set forth: and the said ASST. VICE Pres. did also then and there acknowledge that

did also then and there acknowledge that

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the said Corporate seal of said Bank to said instrument as said

ASST. Vice Pres

the said Corporate seal of said Bank to said instrument as said

ASST. Vice Pres

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ASST. Vice Pres

ASST. Vice Pres

ASST. Vice Pres

AND ASST. Vice Pres MY COMMUSSION EXP. JAN. 29,1994

Prepared by:

6734 Joliet Rd. Countryside, 1L 60525

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

F BABRIEL J. BARRETT

17705 S. Sayre Avenue

STREET

92355, TURNER AVE. EVERGROON PACK, IL

Tinley Park, IL 60477

O: 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 sofety of a power of direction to deal with the tiste to said real estate and to manage and control said real estate as herein; fire 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 teal 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 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 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 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 pinitly 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. I ustee 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 also assistant such sale and attorneys' fees, rendering the overplus, if any, to the heneficiaries who are entitled thereto. However, nothing herein contained shall be construed as requiring the overplus, if any, to the heneficiaries who are entitled thereto. However, nothing herein contained shall be construed as requiring the overplus, if any, to the heneficiaries who are entitled thereto. However, nothing herein contained shall be construed as requiring the respect of others of

Notwithstanding anythic dereinbefore 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 law at wholesale, retail or otherwise, giving away or other disposition of intoxicating liquors of any kind, or as a tavern, liquor store or other strainment 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 local a, which in the opinion of the Trustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability hazar in the liquid of the trust property, or the part thereof as to which the Trustee desires to resign the trust property shall be fully effected by the conveyance of the Trust property, or the part thereof as to which the Trustee notwithstanding any resignation hereunder, shall continue to have a first tien on the trust property, for its crass, expenses and attorneys' tees and for its reasonable compensation.

This Trust Agreement shall not be placed in record in the Recorder's Office or filed in the office of the Registrat of Titles of the County in which the real estate is situated, or elsewicee 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 any Trustee.

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## **UNOFFICIAL COPY**

## STATEMENT BY GRANTOR AND GRANTEE

The granter or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 977. 1993 Signature:	Margaret Igoe
7.00	Grantor or Agent
Subscribed and the control before me by the said day of 1911	"Official SEAL"
Notary Public Tarries Mark	PATRICIA ANNE RYAN  N. State of lilinois  My Commission Expires 6/19/96

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Subscribed and want on before me by the

settle day of the state of the particle Anne Ryan

Notary Public Mullis Mullis Motors Period State

Notary Public Mullis Mullis My Commission Expires 6/19/96

My Commission Expires 6/19/96

NOIE: Any person who knowingly submits a false statement concerning the identity of a grantes shall be guilty of a Class C misdementor for the first offense and of a Class A misdementor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 6 of the Illinois Real Estate Transfer Tax Act.]

Resider Form No. 2011

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