

TRUSTEE'S DEED

9374(180)

23-91

The above space for recorder use only.

THIS INDENTURE, made this 7th day of September, 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 18th day of May, 1990, and known as Trust No. 90-671 party of the first part, and PHILLIP G. BRADY and RETHA C. BRADY, husband and wife, of 7358 South Cork 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 dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, PHILLIP G. BRADY and RETHA C. BRADY, husband and wife, the following described real estate, situated in Cook County, Illinois, to-wit:

Unit 4-B in Kenton Place Condominiums as delineated and defined in the Declaration recorded as Document Number, as amended from time to time, on Lots 36, 37, 38, 39 and 40 in Frank DeLugach Ruth's Highlands Subdivision of the West 1/2 of the East 1/2 of the Southwest 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian (except that part conveyed to Chicago and Strawn Railroad Company and right of Way of the Wabash Railroad) together with its undivided percentage interest in the common elements in Cook County, Illinois.

AS JOINT TENANTS AND NOT AS TENANTS IN COMMON

P.I.N. 24-03-304-041,042, +049

Commonly known as 9201 SOUTH KENTON AVE., Unit 4-B, Oak Lawn, IL 60453

"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 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 HEREIN."

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto 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.

STATE BANK OF COUNTRYSIDE as Trustee as aforesaid
By: [Signature]
Attest: [Signature]

STATE OF ILLINOIS } the undersigned
COUNTY OF COOK } SS. A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT
SUSAN L. JUZI of State Bank of Countryside and
MAUREEN J. BROCKEN of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Asst. 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 of said Bank, for the uses and purposes therein set forth; and the said Asst. Vice Pres. did also then and there acknowledge that and the Trust Officer as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said Trust Officer's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this 7th day of September, 1993.

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

[Signature]
Notary Public

Prepared by: 6734 Joliet Rd. Countryside, IL 60525
NAME: OZINGA, LEPORE, CAMPBELL & LORD
STREET: ATTORNEYS AT LAW
CITY: 2940 W. 95th Street Evergreen Park, IL 60642
OR: RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
2554 W. Southwest Highway
Unit 4-B
Oak Lawn, IL 60453

74 57189 DB W

9374

Exempt under provisions of Paragraph c, Section 4, Real Estate Transfer Tax Act

Village of Oak Lawn Real Estate Transfer Tax \$100
Village of Oak Lawn Real Estate Transfer Tax \$25

Document Number

Buyer, Seller or Representative

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 disposition 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 rents and from mortgages, sales or other disposition of said real estate, and that such right in the event 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 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 shall not have been lodged with the Trustee, shall be void as to all subsequent assignees or purchasers without notice.

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 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 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 of said sale 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 contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder. The sole duty of the Trustee with reference to any such legal proceeding shall be to give timely notice thereof to the beneficiaries hereunder after the Trustee is served with process therein and to permit such legal proceeding to be brought or defended in its name, provided that it shall be indemnified in respect thereto in a manner satisfactory to it.

Notwithstanding anything herein 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 sale at wholesale, retail or otherwise, giving away or other disposition of intoxicating liquors of any kind, or as a tavern, 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 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 Trustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability hazard or litigation. 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 thereon 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 costs, 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 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 said Trustee.

SEP 16 11 02 10

93740180

081018180

COOK CO. NO. 016

043895



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
SEP 15 '93 DEPT. OF REVENUE 125.00

074151

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP SEP 15 '93 62.50

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Y
R
E
V
I
L
E
D

OR RECORDERS OFFICE BOX NUMBER

NAME
STREET
CITY

OZINGA, LEPORE, CAMPBELL & LORD
ATTORNEYS AT LAW
2940 W. 95th Street
Evanston Park, IL 60642

Oak Lawn, IL 60453

Unit 4-B

2554 W. Southwest Highway

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

6734 Joliet Rd.
Countryside, IL 60525

Prepared by:

STATE OF ILLINOIS }
COUNTY OF COOK } SS

SUSAN L. QUZZI
A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT

MAUREEN J. BROCKEN
of said Bank, personally known to me to be the same person

whose name are subscribed to the foregoing instrument as such

Asst. Vice Pres.
and 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 uses and purposes therein
set forth;

Asst. Vice Pres.
and the said

Trust Officer
as custodian of the corporate seal of said Bank did affix
the said corporate seal of said Bank to said instrument as said

Trust Officer
did also then and there acknowledge that

the said corporate seal of said Bank for the uses and pur-
poses therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 19____

Notary Public

By _____
STATE BANK OF COUNTRYSIDE as Trustee as aforesaid

Witness

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto 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

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, pursuant to and in the exercise of the power and authority
granted to and vested in it by the terms of said deed of record, and the provisions of said Trust Agreement above mentioned, and
of every other power and authority thereto enabling, SUBJECT, HOWEVER, to the liens of all trust deeds and/or mortgages upon said
real estate, if any, of record in said county; all unpaid general taxes and special assessments and other liens and claims of any kind; pend-
ing litigation, if any, affecting the said real estate; building, lot and other restrictions and other liens of record, if any; party walls,
party wall rights and party wall agreements, if any; zoning and building laws and ordinances; mechanic's lien claims, if any; easements
of record, if any; and rights and claims of parties in possession.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party
of the second part.

Unit 4-B in Kenton Place Condominiums as delineated and defined in the
Declaration recorded as Document Number _____,
as amended from

real estate, situated in Cook County, Illinois, to-wit:
PHILLIP G. BRADY and RETHA C. BRADY, husband and wife, the following described
considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part,
TEN (\$10.00) and 00/100 dollars, and other good and valuable
WITNESSETH, that said party of the first part, in consideration of the sum of _____
parties of the second part.

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 18th day of May 19 90, and known as Trust No. 90-671
PHILLIP G. BRADY and RETHA C. BRADY, husband and wife,
of 7358 South Cork Avenue, Justice, Illinois 60458

THIS INDENTURE, made this 7th day of September, 19 93, between

This space for affixing stickers and revenue stamps.

Exempt under provisions of Paragraph c, Section 4, Real Estate Transfer Tax Act.

Document Number

Village of Oak Lawn Real Estate Transfer Tax \$500

Village of Oak Lawn Real Estate Transfer Tax \$100

Village of Oak Lawn Real Estate Transfer Tax \$25

Buyer, Seller or Representative

23-BA

333

7457189 DB W 1021

TRUSTEE'S DEED

93740180

93740180

The above space for recorders use only.

UNOFFICIAL COPY

074151
 REVENUE STAMP SEP 15 93
 REAL ESTATE TRANSACTION TAX
 Cook County
 62.50

STATE OF ILLINOIS
 REAL ESTATE TRANSFER TAX
 DEPT. OF REVENUE
 125.00
 SEP 15 93
 RB 10176

COCK
 CO. NO. 016
 43333

937A0180

937A0180

SEP 15 1993
 10:15 AM

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 as hereinafter provided shall consist solely of a power of direction to deal with the title to and 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 event 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, profits 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, if being exactly 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 to 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 receipt 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 void as to all subsequent assignees or purchasers without notice.

In case said Trustee shall be required in its discretion to make any advances of money on account of this trust or 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, judgment or decree, or otherwise, or in case 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 full 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 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 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 of said sale 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, and the beneficiaries who are entitled thereto, however, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest hereunder. The sole duty of the Trustee with reference to any such legal proceeding shall be to give timely notice thereof to the beneficiaries hereunder after the Trustee is served with process thereon and to permit such legal proceeding to be brought or defended in its name, provided that it shall be indemnified in respect thereto in a manner satisfactory to it.

Notwithstanding a thing herebefore 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 way or other disposition of intoxicating liquors or other kind, or as a tavern, liquor store or other establishment for the sale of intoxicating liquors for use or consumption on the premises or otherwise, property or any part thereof may be within the scope of the Trust Agreement or any similar law of any State in which the trust, embargament, insecurity, liability, hazard or litigation. Such resignation as to all or part of the trust property shall be fully effected by the conveyance of the trust property, or so much 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 costs, expenses and attorneys' fees 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 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 in powers of said Trustee.