

74599941  
746667

2520966

THIS INDENTURE WITNESSETH That the Grantor, MICHAEL A. DUNN, Independent  
Executor of the Estate of Joan M. Kalan, Deceased  
of the County of Cook and State of Illinois, for and in consideration  
of the sum of THIRTY THOUSAND AND NO/100'S - - - Dollars (\$ 30,000.00 ),  
in hand paid, and of other good and valuable considerations, receipts of which is hereby duly acknowledged,  
Convey — and Warrant — unto State Bank of Countryside a banking corporation duly organized and existing  
under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois,  
as Trustee under the provisions of a certain Trust Agreement, dated the 10th day of March, 1992,  
and known as Trust Number 92-1138, the following described real estate in the County of Cook  
and State of Illinois, to-wit:

Parcel 1: Lot 18 (except the North 10 feet thereof) and all of Lot 19 in Block 1 in Chicago Title and  
Trust Company's Addition to Summit in the East 1/2 of the Southeast 1/4 and the East 12 rods of the  
West 1/2 of the Southeast 1/4 of Section 12, Township 38 North, Range 12, East of the Third Principal  
Meridian, in Cook County, Illinois

Parcel 2: Lots 20 and 21 in Block 1 in Chicago Title and Trust Company's Addition to Summit in the  
East 1/2 of the Southeast 1/4 and the East 12 rods of the West 1/2 of the Southeast 1/4 of Section 12,  
Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index Nos. 18-12-404-017-0000 and 18-12-404-018-0000

SUBJECT TO (a) General real estate taxes for 1993 and subsequent years; (b) special assessments  
confirmed after this contract date; (c) building, building line and use of occupancy restrictions,  
conditions and covenants of record; (d) zoning laws and ordinances; (e) easements for public utilities;  
(f) drainage ditches, feeders, laterals and drain tile, pipe or other conduit.

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 re-subdivide 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 lease, to dedicate, to mortgage, to pledge, to 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, to lease 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 lease a term of 99 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 and options to renew leases and 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 to 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 sign 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 any part thereof in all other ways and for such other considerations as it  
should be time for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time  
or times hereafter.

In no case shall any party dealing with the Trustee or any successor in trust in relation to said real estate or to whom said real estate, or any  
part thereof shall be conveyed, contracted to be sold, leased or mortgaged by 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 to see that the terms of this trust have been complied  
with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, 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 (including the Registrar of Titles of said county) 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 Deed  
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 all 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 conditions that neither State Bank of Countryside, individually or as Trustee, nor  
its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its  
agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment  
thereof, or for injury to person 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 purposes, 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) to pay for the said real estate or funds in the actual possession of the Trustee shall be  
applicable for the payment and discharge thereof. All persons and corporations whomever and whatsoever shall be bound 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 intention hereof being to vest in said State Bank of Countryside the entire  
legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter interested, 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 said Trustee shall not be required to produce the said Agreement or copies thereof,  
or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent  
and meaning of the trust.

And the said grantor hereby expressly waive, release and all right or benefit under and by virtue of any  
and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 5th day of October, 1993  
[SEAL] Michael A. Dunn [SEAL]  
MICHAEL A. DUNN, Independent  
[SEAL] Executor of the Estate of Joan M. Kalan, Deceased [SEAL]

State of Illinois I, Mary A. Salvatore a Notary Public in and for said County,  
County of Cook in the state of aforesaid, do hereby certify that MICHAEL A. DUNN, Independent  
Executor of the Estate of Joan M. Kalan, Deceased,

OFFICIAL SEAL  
MARY A. SALVATORE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/14/96

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  
signed, sealed and delivered the said instrument as his  
and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the  
right of homestead.

Given under my hand and notarial seal this 5th day of October, 1993  
Mary A. Salvatore  
Notary Public

Prepared by: Michael A. Dunn  
120 West Golf Road  
Schaumburg, IL 60195

Mail to: STATE BANK OF COUNTRYSIDE  
6724 JOLIET ROAD • COUNTRYSIDE, ILLINOIS 60131  
(708) 483-3000

BOX 333

COOK  
CO NO. 015  
044551  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT OF REVENUE  
90.000  
ESTATE TRANSFER TAX  
Cook County  
4500  
This space for affixing Rates and Revenue Stamps

93810014  
Document Number

13.00  
MS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1993 OCT -8 PM 12:18

93810014