

UNOFFICIAL COPY

93927104

TRUSTEE'S QUIT-CLAIM DEED IN TRUST

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74-67-555 OF

THIS INDENTURE, made this 8th day of October, 1993, between PALOS BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said corporation in pursuance of a certain Trust Agreement, dated the 3rd day of June, 1988, and known as Trust Number 1-2730, party of the first part, and Heritage Trust

Company as Trustee under the provisions of a certain Trust Agreement, dated the 11th day of March, 1985, and known as Trust Number 2658, party of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars and No/100

(\$10.00) Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

Parcel 1: Lot 9 in Crystal Tree being a Subdivision of part of the East 1/2 of Section 8, Township 36 North, Range 12 East of the Third Principal Meridian, According to the Plat thereof recorded September 23, 1987 as Document 8520779 and filed as LR 3653642, in Cook County, Illinois.

Parcel 2: Easement for the benefit of Parcel 1 aforesaid, for ingress and egress over private roadway as shown on Plat of Crystal Tree aforesaid and as created by the Deed dated June 6, 1988 and recorded June 15, 1988 as Document 8821099

Also Known As: 14659 Crystal Tree Drive
Orland Park, Illinois 60462

P.I.N.: 27-08-206-009

together with the tenements and appurtenances thereunto belonging

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.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction 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, including the authority to convey directly to the Trustee grantee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

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 one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

PALOS BANK AND TRUST COMPANY
as Trustee, as aforesaid, and not personally,

By Barbara A. Danaher
VICE PRESIDENT ASSISTANT VICE PRESIDENT

Attest Peggie Deutsch
TRUST OFFICER ASSISTANT OFFICER

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Barbara A. Danaher, Trust Officer personally known to me to be the Vice President/Assistant Vice President of PALOS BANK AND TRUST COMPANY and

Peggie Deutsch, A.V.P. personally known to me to be the Trust Officer/Assistant Trust Officer of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President/Assistant Vice President and Trust Officer/Assistant Trust Officer of said Bank, and caused the corporate seal of said Bank to be affixed thereto, as their free and voluntary acts, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notary Seal.

This instrument prepared by:
Palos Bank and Trust Company
12600 South Harlem Avenue
Palos Heights, Illinois 60463

"OFFICIAL SEAL"
Kathleen K. Mulcahy
Notary Public, State of Illinois
Commission Expires 11/29/1996

Date: October 8, 1993
Notary Public: Kathleen K. Mulcahy

DELIVERY INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER

BROOKS, HANKINS, & SWIATKOWSKI, LTD.
ATTORNEYS AND COUNSELORS AT LAW
15100 SOUTH LAGRANGE ROAD
ORLAND PARK, ILLINOIS 60462

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

14659 Crystal Tree Drive
Orland Park, Illinois 60462

Delivered to Personal Service

Palos Bank and Trust

TRUST AND INVESTMENT DIVISION
12600 S. Harlem Ave., Palos Heights, IL 60463, (708) 448-9100

COOK COUNTY CLERK
NOV 10 1993



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
\$10.00

1409

Document Number
93927104

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP
NOV 10 1993
\$70.00

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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 park, streets, highways or alleys, to grant options to purchase (or sell, to convey either with or without consideration, as desired, 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 donate, to dedicate, to mortgage, pledge or 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, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the 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 option to renew leases and options 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 estate or personal property, to grant easements or charges of any kind, to release, convey or assign 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 every part thereof in all other ways and for such other considerations as it would be lawful 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 said 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 the 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 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 Indenture 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, powers, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Grantee, 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 if or they or its or their 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 except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged 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 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 earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee the entire legal and equitable title in fee simple, in and to all of the real estate hereinafter described.

If the title to any of the above real estate is now or hereafter registered, 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.

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