

TRUSTEE'S DEED

The above space for recorders use only.

THIS INDENTURE, made this 24th day of September, 1992, 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 22nd day of October, 1990, and known as Trust No. 90-993 party of the first part, and SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, Trustee under Trust Agreement dated August 19, 1992, and known as Trust No. 1-0805, 9901 S. Western Ave., Chicago, Illinois, 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, SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, Trustee under the above described Agreement dated August 19, 1992 and known as Trust No. 1-0805 real estate, situated in Cook County, Illinois, to-wit:

Unit 9965 3-W and G-2 in Greenland Condominiums No. 1 of Lot 5 in Gremaud's Resubdivision of the South 485 feet of the West 230 feet of the Northwest 1/4 of the Northeast 1/4 of Section 16, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

93062472

P.I.N. 27-16-200-00

Commonly known as 3W, 9965 El Cameno Re'al Drive, Orland Park, Illinois

To have and to hold the said premises with the appurtenances, upon the trusts and for 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, 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 options 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 property, or any part thereof, for other real 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 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.

If the title to the above lands 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 cases made and provided.

And the said grantor hereby expressly waive and release any 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.

MY COMMISSION EXPIRES JAN. 27, 1997

Notary Public

DELIVERY TO: OR: RECORDER'S OFFICE BOX NUMBER

6724 Joliet Rd. Countryside, IL 60525

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

NAME: JAMES M. TUNNEY STREET: 9955 DUBLIN CITY: ORLAND PARK, IL. 60462

3W, 9965 El Cameno Re'al Orland Park, Illinois

Handwritten signature/initials

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

Buyer, Seller or Representative

Date

93062472

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 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 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, profit 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 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 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.

21300692

Cook County Clerk's

Cook County, Illinois
REAL ESTATE TRANSFER TAX
REVENUE
\$50.75
JUN 20 1953
AB 1172

UNOFFICIAL COPY

NOTARY PUBLIC STATE OF ILLINOIS

OT : OM RECORDERS OFFICE BOX NUMBER

Orland Park, Illinois
 3M, 9965 El Cameno Rd a)
 FOR INFORMATION ONLY
 INSERT STREET ADDRESS OR ABOVE
 DESCRIBED PROPERTY HERE

6724 Solter Rd,
 Countryside, IL 60525
 NAME: M. J. JANNARY
 8955 DUBLIN
 CHAND PARK, IL.
 CITY
 ST. REC'D
 1000

STATE OF ILLINOIS } COUNTY OF COOK } 58
 the undersigned
 A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT
 of said bank, personally known to me to be the same persons
 MAURSEEN J. BROCKEN
 ASST. VICE PRES.
 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;
 I, Notary Public, did also then and there acknowledge that
 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 pur-
 poses therein set forth.
 IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this 20th day of October, 1992

DEPT-01 RECORDING
 1-5555 TRAM 61/10 01/25/92 15:11:00
 43278 : X - 93 - 062472
 COOK COUNTY RECORDER
 \$25.50

Subject to 1992 real estate taxes and subsequent years.
 Subject to easements, covenants, conditions and restrictions of record, if any.
 TO HAVE AND TO HOLD the same unto said parties of the first part, and to the proper use, benefit and behoof forever of said party
 of the second part.
 Together with the interests and appurtenances therein being
 This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority
 granted to and vested in it by the terms of said deed in fact, and the terms of said Trust Agreement, above mentioned, and
 in full satisfaction of every other power and authority therunto enabling, Shlitz, Vitz, to the terms of all trust deeds and 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 liens, building, liquor and other restrictions of record, if any; party walls,
 party wall rights and party wall agreements, if any; zoning and building laws and ordinances and other laws, ordinances and regulations
 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 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
 first above written.
 STATE BANK OF COUNTRYSIDE as Trustee as aforesaid
 BY: *[Signature]*
 Trust Officer

This space for affixing riders and revenue stamps.

Prepared By: _____

74579006

UNOFFICIAL COPY

170200
 REAL ESTATE
 RECEIPT
 SHARP JAN 23
 50.75
 23rd CON. DIST. 17th

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 rents and from mortgages, sales or other disposition of said real estate, and that such right in the event of said real estate being deemed to be from 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 hereunder shall, either at law or in equity, 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 and 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. No assignment of any beneficial interest hereunder shall 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 compelled to pay any sum of money on account of holding title to said real estate or in connection with this trust, or in case said Trustee shall be compelled under any law, judgment or decree, or otherwise, or in the event the Trustee shall deem it necessary in order to place certain insurance or other policies under any law, judgment or decree, or otherwise, or in the event the Trustee shall deem it necessary to place certain insurance on the said real estate, 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 in any manner, including reasonable attorneys' fees, (3) that the said Trustee shall not be required to convey or otherwise deal with said property 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 (4) that in case of non-payment within ten (10) days after demand said Trustee may sell all or any part of said real estate as aforesaid, and (5) that in case of non-payment within ten (10) days the proceeds of said sale shall be sufficient 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 balance, 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 hereinbefore 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, in 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, property or any part thereof which may be within the scope of the Dram Shop Act of Illinois or any similar law of any State in which the trust is located), inasmuch as such resignation as to all or part of the trust property, 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 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.

The 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.

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If the title to the above lands 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 salute in such cases made and provided.

And the said grantor hereby expressly waive and release any 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.