

UNOFFICIAL COPY

GLADYS UNIT 2
OT REVERIFIED
S/326651

BOOK 142
S/326651

PREPARED BY:
7224 Joliet Rd., Countrydale, IL 60325
NAME: RILEY ZIRKY & RILEY
STREET: 8855 So. Roberts Rd.
CITY: HICKORY HILLS, IL.
OR RECORDERS' OFFICE BOX NUMBER: 6045-7

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

NOTARY PUBLIC STATE OF ILLINOIS
JOAN CREADEN
MY COMMISSION EXPIRES JAN. 29, 1994

A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
MAUREEN J. BROCKEN
of State Bank of Countryside and
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.
acknowledged that they signed and delivered the said instrument as their own free will and voluntary
act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth;
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's
Asst. Vice Pres.
did also then and there acknowledge that
the said corporate seal of said Bank to said instrument as said
Trust Officer's
Asst. Vice Pres.
I, the undersigned, on the 28th day of September, 1992, at Countrydale, Illinois, in the presence of
JOAN CREADEN, Notary Public

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

THIS INDENTURE, made this 28th 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 in pursuance of a trust agreement dated the 6th day of May, 1991, and known as Trust No. 91-1044 of 9545 South 78th Court, Hickory Hills, Illinois 60457 party of the first part, and JOHN C. DELIA and DIANE DELIA, in joint tenancy, of 1024 Coach Lane, Lemont, Illinois real estate, situated in Cook County, Illinois, to-wit: JOHN C. DELIA and DIANE DELIA, does hereby grant, sell and convey unto said parties of the second part, considerations in hand paid, the following described real estate, situated in Cook County, Illinois, to-wit: Lot 25 in Carriage Ridge Estates, being a Subdivision in part of the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. P. I. N. 02-21-402-003 Commonly known as 1024 Coach Lane, Lemont, Illinois

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 real estate taxes and subsequent years.
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 or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority therunto 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; pending litigation, if any, affecting the said real estate; building lines; zoning and Building Laws and Ordinances; mechanic's lien claims, if any; encumbrances, party wall rights and party wall agreements, if any; zoning and Building Laws and Ordinances; mechanic's lien claims, if any; encumbrances, if any; and rights and claims of parties in possession.

TRUSTEE'S DEED
THIS TRUSTEE'S DEED IS BEING RE-RECORDED TO ADD JOINT TENANCY LANGUAGE.
92825972
9318768

Document Number: 92825972
Exempt under provisions of Paragraph 4, Section 4, Real Estate Transfer Tax Act.
DEPT-01 RECORDING
1*3333 TRAN 0261 03/12/93 09:19:00
*0219 # *-93-18
COOK COUNTY RECORDER
\$22.50
423.50
Buyer, Seller or Representative
Date
148888 TRAN 4193 11/05/92 10:09:00
*3333 # G *-92-825972
COOK COUNTY RECORDER

This space for affixing noters and revenue stamps

UNOFFICIAL COPY

92825972

93187608

Property of Cook County

REVENUE STAMP
92825972
93187608
REAL ESTATE TRANSACTION TAX

125913

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 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 walls 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, profits and proceeds as hereinafter provided. 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 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 void as to all subsequent assignments 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 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 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 interest thereon and expenses 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 surplus, 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 respect thereto in an appropriate manner.

Notwithstanding anything heretofore contained, the Trustee, at any time and without notice of any kind, may resign as to all or part of the trust property in 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, its sale at wholesale, retail or otherwise, giving away 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, 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, liability, loss or litigation. Such resignation as to all or part of the trust property shall be fully effected by the conveyance, in accordance with their respective interests hereunder, of 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.