

UNOFFICIAL COPY

TRUSTEE'S DEED

94460295

The above space for recorders use only.

THIS INDENTURE, made this 18th day of May, 1994, 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 1st day of August, 1992, and known as Trust No. 92-1183 party of the first part, and RONALD J. FLASKA and MARLENE R. FLASKA, husband and wife, of 7010 Bentley, Darien, Illinois 60561 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, RONALD J. FLASKA and MARLENE R. FLASKA, husband and wife, the following described real estate, situated in Cook County, Illinois, to-wit:

See Legal Description Attached.

P.I.N. 22-29-322-008-0000; 22-29-322-013-0000

Commonly known as 13 Warner Circle, Lemont, IL 60439

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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Together with the tenements and appurtenances thereunto belonging.

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 1993 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 thereunto enabling, SUBJECT, HOWEVER, to the payment of all trust debts 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; 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; mechanic's lien claims, if any; easements 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 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 }
COUNTY OF COOK } SS.

the undersigned

A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT SUSAN L. JUTZI 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 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 own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

OFFICIAL SEAL
LUCILLE GOETZ
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 9, 1996

I, the undersigned, under my hand and Notarial Seal this 18th day of May, 1994
Lucille Goetz
Notary Public

Prepared by:

6734 Joliet Rd.
Countryside, IL 60525

DELIVERY TO:

NAME

Robert H. Claes

STREET

1306 Plainfield Rd.

CITY

Darien, IL 60561

OR: RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

13 Warner Circle

Lemont, IL 60439

BOX 333-CTI

Recorder from ILLIANA FINANCIAL, INC. (312) 988-8000

COOK NO. 016
7 0 1 7
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE
2 5 6 1 6 7
Cook County
TRANSACTION TAX
94460295
Document Number

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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 avails 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, 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 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, 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.

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Clark County Clerk's Office

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LEGAL DESCRIPTION

9 3 0 0 0 2 9 5

PARCEL 1:

LOT 10 IN WATERFORD COURT, BEING A RESUBDIVISION OF LOTS 23, 24, 25 AND 26 (EXCEPT THE EAST 18.80 FEET OF LOT 26) IN QUARRY RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN THE DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS FOR WATERFORD COURT TOWNHOMES, RECORDED JANUARY 22, 1993 AS DOCUMENT NUMBER 93055752 AND AS CREATED BY DEED FROM STATE BANK OF COUNTRYSIDE AS TRUSTEE UNDER TRUST NUMBER 92-1183 TO Ronald J. Elasky & Kathleen K. Elasky, RECORDED AS DOCUMENT **94460295** FOR INGRESS AND EGRESS OVER LOT 17 IN WATERFORD COURT SUBDIVISION AFORESAID

SUBJECT to DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS FOR WATERFORD COURT TOWNHOMES by grantor, RECORDED JANUARY 22, 1993 AS DOCUMENT NUMBER 93055752, which is incorporated herein by reference thereto. Grantor grants to the grantees, their heirs and assigns, as easements appurtenant to the premises hereby conveyed the easements created by said Declaration for the benefit of the owners of the parcels of realty herein described. Grantor reserves to itself, its successors and assigns, as easements appurtenant to the remaining parcels described in said Declaration, the easements thereby created for the benefit of said remaining parcels described in said Declaration and this conveyance is subject to the said easements and the right of the grantor to grant said easements in the conveyances and mortgage of said remaining parcels of any of them, and the parties hereby, for themselves, their heirs, successors and assigns, covenant to be bound by the covenants and agreements in said Document set forth as covenants running with the land.

AND FURTHER SUBJECT TO: (a) general real estate taxes not due and payable at the time of closing; (b) special assessments confirmed after October 28, 1992, if any; (c) building set back lines and use or occupancy restrictions; (d) covenants, conditions and restrictions of record provided they are not violated nor contain a reverter or the right of re-entry; (e) zoning laws and ordinances; (f) easements for public utilities and those set forth in the Declaration of Protective Covenants and Conditions for Waterford Court Townhomes recorded on January 22, 1993 as document number 93055752; (g) the terms and conditions contained in the Declaration of Protective Covenants and Conditions for Waterford Court Townhomes recorded on January 22, 1993 as document number 93055752; (h) drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (i) public and private roads and highways; (j) party walls, party wall rights and agreements including those contained in the Declaration of Protective Covenants and Conditions for Waterford Court Townhomes recorded on January 22, 1993 as document number 93055752; and (k) installments of assessments due after the date of closing.

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