NO. 016

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for afficing

| 4 JUN | The above space | 7 94 for recorders use only. | 524028    |
|-------|-----------------|------------------------------|-----------|
| of    | June            | , 1994                       | , between |

| THIS INDENTURE, made this        | 3rd             | day of        | oune           | , , ,           |            | octween   |
|----------------------------------|-----------------|---------------|----------------|-----------------|------------|-----------|
| State Bank of Countryside, a bar | iking corporati | on of Illino  | is, as Trustee | under the provi | sions of u | ı deed or |
| deeds in trust duly recorded or  | registered and  | l delivered t | o said Bank    | in pursuance of | a trust as | greement  |
| dated the 1st day of F           | ebruary         | 1992          | . and known    | as Trust No.    | 92-111/    |           |
| norty of the first nort and A    | NDREW S. UR     | IKUS, a c     | acheior        |                 |            |           |
| of 8501 Rob Roy                  | Drive. Orl      | and Park,     | Illinois       | 60462           |            |           |

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 dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, ANDREW S. DRIKOS, a bachelor , the following described

real estate, situated in Cook County, Illinois, to-wit:

See Attached Legal Description.

27-20-318-037 (affects this and other properties) P.1.N.

Commonly known as 16460 Nottingham Court, Orland Park, IL 60462

Together with the tenements and appurtenances thereunto belor ging.
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, purst and to and in the exercise of the power and sufficient granted to and vested in it by the terms of said Deed or Deeds in Trust and the previsting of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling, SUBJECT, HOWEVER, to the first of all trust deeds and/or mortgages upon said real estate, if any, of record in said county; all unpaid general takes and/special assess.ner a rind other liens and claims of any kind; pending illegation, if any, affecting the said real estate; building lines; building, liquor and of a restrictions of record, if any; party walls, party wall rights and party wall agreements, if any; Coning and Building Laws and Ordir an ex; mechanic's lien claims, if any; casemants 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 mixed, 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 your signed to these presents by its the day and your

STATEBAN OF COUNTRYSIDE as Trustee as aforesaid

STATE OF ILLINOIS COUNTY OF COOK

the undersigned A Notary Public in and for said Country, in the state aformald, DO HENEBY CENTLY THAT SUSAN L. JUIZI of State Bank of County will 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 Ufficer 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 users and purposes therein set forth; and the said Asst Vice Pres.

said Trust Officer as custodism of the corporate seal of said Bank to said Instrument as said of the corporate seal of said Bank to said instrument as said of the corporate seal of said Bank to said instrument as said of the corporate seal of said Bank did affix Official SEAL poses therein set forth.

JOAN CREADENGiven underly hand and Notarial Seal this 3rd January action said Bank. For the Bank and pur-

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. 1AN. 29, 1998

Prepared by:

6734 Joliet Rd. Countryside, IL 60525

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

NAME

Mr. John Sakellaropoulos 5935 South Pulaski Road Chicago, IL 60629

16460 Nottingham Court

STREET

Orland Park, IL 60462

CITY

OR: RECORDER'S OFFICE BOX NUMBER

## **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 trost, that the interest of any heneficiary hereunder shall consist solely of a power of direction to deal while 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 heneficiary 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 now has, 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 iegal 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 heneficiary 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 shal

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 penaltics 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, with its expenses, including reasonable attorneys' (ees.; (2) that the said Trustee shall not be required to convey or otherwise deal with said propert, at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall he agree and the said of the said real estate at public or private sale on such terms as it may see fit, and retain from the proceeds of sair's sale a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including for agreements of such sale and strongys' fees, rendering the overplus, if any, to the beneficiaries who are entitled thereto. However, nothing he reir contained shall be construed as requiring the overplus, if any, to the beneficiaries who are entitled thereto 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 'ech egal proceeding shall be to give timely notice thereof to the beneficiaries hereu

Notwithstanding anything ner imbefore 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 or perty or any part thereof is used, or the use thereof is authorized or contemplated, for any purpose (including, but not limited to, the size at wholesale, retail or otherwise, giving away or other disposition of intoxicating liquors of any kind, or as a tayern, fiquor 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 Drain 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 in 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 it ered 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 e.vis, repenses 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 elsewher, 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 if sir Trustee.

UNIT 21 IN NOTTINGHAM WOODS CONDOMINIUM AS D'I NEATED ON A SURVEY OF THE POLLOWING DESCRIBED REAL ESTATE CERTAIN LOTS II, NOTTINGHAM WOODS, A SUBDIVISION, BEING A PLANNED UNIT DEVELOPMENT IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERS II MADE BY STATE BANK OF COUNTYRSIDE, AN ILLINOIS BANKING CORPORATION AS TRUSTED UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1992 AND KNOWN AS TRUST NUMBER 92-113/ RECORDED AS DOCUMENT 93569728 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION ALL IN COOK COUNTY, ILLINOIS

GRANTOR ALSO HERBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL FOUTE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSPLY, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.