94608718

Estate

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under provisions of Paragraph e. Section 4.

Exempt 1

ATOLY

20,

1994

480.00 FOUR HUNDRED

DOLLLARS

	TRUSTEE'S	DEED	QF	FICHA	LS:COP
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The above space for recorders use only.

13th June , 19 94 day of THIS INDENTURE, made this 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 , 19 91 , and known as Trust No. 91-1016 dated the 15th January day of JUVENAL ESPARZA and REYES LOPEZ party of the first part, and

as joint tenants, of 9520 S. LaCrosse, Oak Lawn, 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

-- dollars, and other good and valuable

considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, JUVENAL ESPARZA and REYES LOPEZ, the following described

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

Lots 18 and 19 in Block 22 in Keystone Addition to Chicago, a Subdivision of the East 1/2 of the Southwest 1/4 of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

94658218

19-28-325-004 and 19-28-325-005

Commonly known as 7743 S. LaTrobe, Burbank, Illinois

Together with the tenements and appurtenances thereunto celo iging. 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, cooditions 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, but want 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 previsions of said Trust Agreement above montioned, and of every other power and authority thereunto enabling, SUBJECT, HOWEVER, it was less of all irust deeds and/or mortgages upon said real estate, if any, of record in said country all unpaid general takes and special assess her is and other tiens and claims of any kind; pending litigation, if any, affecting the said real estate; building lines; building, liquor and of er restrictions of record, if any; party walls, 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 nereto affixed, and has caused its name to be Sr. /ice Pres. signed to these presents by its first above written. and attested by its Trust Officer

> E BANK OF COUNTRYSIDE as Trustee as aforesaid B⊽

STATE OF ILLINOIS , COUNTY OF COOK A Notary Public in and for said Country, in the state aforesaid, DO HEREBY CEV. IV. Y. THAT of State Bank of Count yside and SUSAN L. JUTZi. THOMAS P. BOYLE of said Bank, personally known to me to be the sain e p) rauns whose names are subscribed to the foregoing instrument as such Trust Officer and Sr. Vice Pres. respectively, appeared before me this day in pers in .nd 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 Sr. Vice Pres. did also then and there acknowledge that of said Bank, personally known to me to be the same p rsons

said Irust Officer as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said Irust Officer's Official SEAROSES investigated at the free and voluntary act, and as the free and voluntary and Bank, for the uses and purJOAN CREADERS investigated forth.

"UBLIC STATE OF IT."

19 94

NOTARY PUBLIC STATE OF ILLENOIS MY COMMISSION FYP 1 1 29 1998

Prepared by:

NAME

STREET

CITY

6734 Joliet Rd. Countryside, IL 60525

- Rusy Muldernik 9748 S. Roberts Road

Palas HILLS, IL.

Burbank, IL

7743 S. LaTrobe

OR: RECORDER'S OFFICE BOX NUMBER.

FOR INFORMATION ONLY

DESCRIBED PROPERTY HERE

NSERT STREET ADDRESS OF ABOVE

## UNOFFICIAL COPY

IT IS UNDERSTOOD AND AGREED between the purpes hereto, and by any person or persons who may become entitled to any 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 heneficiarly 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 heremafter 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 heneficiarly 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 except or administrator, and not to his or her heirs at law, and that no beneficiarly now has, and that no beneficiarly 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 such reports and pay any and all taxes growing out of their interest under this Trust Agreement. The death of any heneficial interest hereunder shall not terminate the trust nor to 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 thereunder, 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. 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 accounts 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 insufance 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 late 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 ien (10) days after demand on it is usee 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 as ufficient sum to reimburse crest for all such dishursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorneys' fees, rendering the overplus, if any, to the heneficiaries who are entitled thereto. However, nothing he cin contained shall be construed as requiring the Frustee 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 int

Notwithstanding anything fere obefore 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 roberty or any part thereof is used, or the use thereof is authorized or contemplated, for any purpose (including, but not limited to, the ideal wholesale, retail or otherwise, giving away or other disposition of intoxicating liquors of any kind, or as a tavern, liquor store or other vistablishmen) 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 Illinous or any similar law of any State in which the trust property or any part thereof may be foc, ted, which in the opinion of the Trustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability hazari o 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 the coff 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 elsewing and the recording of the name shall not be considered as notice of the rights of any person hereunder, derogatory to the little or powers of sid Trustee. Truste.

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COOK COUNTY RECORDER