

UNOFFICIAL COPY

TRUSTEE'S DEED

The above space for recorders use only.

THIS INDENTURE, made this 28th day of July, 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 26th day of May, 1993, and known as Trust No. 93-1284 party of the first part, and PASQUALE REINA and ANGELA REINA, his wife, <sup>not as tenants in common, not as joint tenants but as tenants by the entirety</sup> of 13520 McCabe Drive, Orland Park, IL 60462 party 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, PASQUALE REINA and ANGELA REINA, his wife, the following described real estate, situated in Cook County, Illinois, to-wit:

Lot 2 in Kingsport South II, being a Subdivision of the South 1/2 of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 20, Township 36 North, Range 12 E. of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 21-20-300-004-0000 - affects property in question and other property  
Commonly known as 11132 Saratoga, Orland Park, IL 60462

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, <sup>not as tenants in common, not as joint tenants, but as tenants by the entirety</sup>

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 thereto enabling, SUBJECT, HOWEVER, to the terms 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; 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 Country, 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  
EDDIE-EDNA O VIVAS  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. FEB. 3, 1996

Given under my hand and Notarial Seal this 28th day of July, 1994  
[Signature]  
Notary Public

Buyer, Seller or Representative  
Date  
COOK COUNTY  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT OF REVENUE  
200.00  
REVENUE  
REAL ESTATE TRANSACTION TAX  
100.00  
Document Number  
94036080

75-19-8116  
868 87056

Prepared by: S. Jutzi  
6734 Joliet Rd.  
Countryside, IL 60525

DELIVERY TO:  
NAME: DAVID VLCEK  
STREET: 9944 S. ROBERTS  
CITY: PALMS HILLS, IL 60465

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
11132 Saratoga  
Orland Park, IL 60462

OR: RECORDER'S OFFICE BOX NUMBER  
BOX 333-CTI

# 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 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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BOOK COUNTY & RECORDS  
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COOK COUNTY Clerk's Office

for such receiver, of the person or persons, if any held for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree for foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. If all or any part of the premises or an interest therein is sold, transferred or assigned (including an assignment of beneficial interest of the First Party), without the Trustee's prior written consent, then at the Trustee's option, the Trustee may declare all sums secured by this Trust Deed to be immediately due and payable.

**THIS TRUST DEED** is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by BEVERLY TRUST COMPANY, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, BEVERLY TRUST COMPANY, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that BEVERLY TRUST COMPANY, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

**IN WITNESS WHEREOF**, BEVERLY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

**BEVERLY TRUST COMPANY**  
As Trustee as aforesaid and not personally,  
By *Cecilia Meyer*  
Vice President, Trust Officer  
ATTEST *Jessie Meyer*  
Assistant Trust Officer

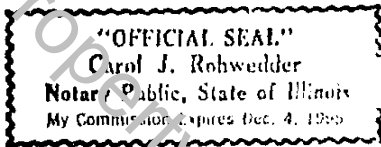
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I, \_\_\_\_\_ the undersigned  
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY,  
that Rosemary Mazur, Trust Officer

~~XXXXXXXXXX~~ of BEVERLY TRUST COMPANY, and  
Jonelle M. Kozek Assistant Trust Officer  
of said Trust Company, who are personally known to me to be the same persons whose  
names are subscribed to the foregoing instrument as such Vice President, and Assistant  
Trust Officer, 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 Co., as Trustee as aforesaid, for the uses and purposes therein  
set forth, and the said Assistant Trust Officer then and there acknowledged that  
BTC, as custodian of the corporate seal of said Trust Company, did affix  
the corporate seal of said Trust Company to said instrument as their own free  
and voluntary act and as the free and voluntary act of said Trust Company, as Trustee as  
aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28  
day of July A.D. 19 1994

*Carol J. Rohwedder*  
Notary Public



94E86092

The Installment Note mentioned in the  
within Trust Deed has been identified here-  
with under Identification No. 101  
*Carol W. Freitag* Trustee  
Carol W. Freitag

**IMPORTANT**  
For the protection of both the borrower  
and lender, the note secured by this Trust  
Deed should be identified by the Trustee  
named herein before the Trust Deed is  
filed for record.

This document prepared by & after  
recording should be returned to:  
George F. LaForte, Attorney  
4747 Lincoln Mall Drive, Suite 601  
Matteson, IL 60443

Box \_\_\_\_\_

**TRUST DEED**

**BEVERLY TRUST COMPANY**

as Trustee

To

Carol W. Freitag,

as Trustee.

Trustee

Property Address:

7918 Joliet Drive North

Tinley Park, IL 60477

*Beverly Trust Company*  
TRUST AND INVESTMENT SERVICES

AN ILLINOIS CORPORATION

**BOX 333-611**