THIS INDENTURE, made this day of 3rd October . 19 94 , 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 6th day of JAMUARY , 19.86, and known as Trust No. 137 dated the 6th day of JAMUARY , 19 86 , and known as Trust No. 137 party of the first part, and BRUCE A. JOHNSON and FELICIA F. JOHNSON, husband and wife, as joint tenants, of 17055 Hickory Court, Orland Hills, Illinois

OFFICIAL BOOK

parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of

considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, BRUCE A. JOHNSON and FELICIA F. JOHNSON, husband and wife the following described real estate, situated in Cook County, Illinois, to-wit:

Lot 14 in Countryside Planned Unit Development, a Subdivision of part of the South West Quarter of the North West Quarter of Section 5, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 27-05-194- (1)

Commonly known as 11103 Joodstock Drive, Orland Park, Illinois

Together with the tenements and appurtenances thereunte belonging.
TO HAVE AND TO HOLD the same unto said parties of the second part, and to the proper use, benefit and behave forever of said party of the second part.

Subject to easements, covenants, conditions and restrictions of record, if any.

Subject to general real estate taxes for 1991 and subsequent years.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pur aunt 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 provinces of said Trust Agreement above montlaned, and of every other power and authority thereunto enabling, SUBJECT, HOWEVER, to: the hors and all trust deeds and/or mortgages upon said real estate, if any, of record in said county; all unpaid general facts and special assessme its and other lions and claims of any kind; conding litigation. If any, affecting the said real estate; building lines; building, liquor and context restrictions of record, if any; party walls, party wall agreements, if any; coning and Building Laws and Ordi, are extracted the claims, if any; casements 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 herety affixed, and has caused its name to be signed to these presents by its first above written. and attested by its Asst. Vice Pres. Trust Officer

OF COUNTRYSIDE as Trustee as aforesaid

STATE OF ILLINOIS COUNTY OF COOK

A Notary Public in and for said Country, in the state aforesaid, DO HERENY CERTITY, THAT SUSAN L. JUTZI of State Bank of Courty and and MAUREEN J. BROCKEN of said Bank, personally known to me to be the same nervons 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, and as the free and voluntary act of said Bank, for the users and purposes therein set forth; and the same Asst. Vice Pres. did also then and there acknowledge that

Trust Officer as custodian of the comprete scal of said Bank did affix porate seal of said Bank to said instrument as said I rust until Cer Sank did affix not voluntary act, and as the free and voluntary act of said Bank, for the uses and purset forth. JOAN CREADEN said NOTARY PUBLIC STATE OF THE PHYSIC 3rd 7 day or October

Notary Public

Prepared by:

DELIVERY

6734 Joliet Rd. Countryside, IL 60525

and bank, IL.

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

NAME

11103 Woodstock Drive

STREET

CITY

Orland Park, IL

OR: RECORDER'S OFFICE BOX NUMBER.

101

Bryer, Seller or Representativ

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## **UNOFFICIAL COPY**

IT IS UNDERSTOOD AND AGREED between the parties herein, 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 fittle to said real estate and to manage and control said real estate as hereinafter provided, and the right to receive the proceeds from reitals 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 that he existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor in 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, (tite or interest in or to any portition of said real estate as such, either legal or equitable, but only an interest in the earnings, awaits and proceeds as aforesaid. Nothing herein contained shall be constitued as imposing any obligation on the Trustee, to life any income, profit or other has reports or schedules, it being expressly understood that the beneficiaries bereinder from time to time will individually make all auch reports and pay any and all taxes growing out of their interest order this Trust Agreement. The death of any hencfuciary hereunder shall be binding on the Trustee until the original or a duplicate ope of the assignment of any hencfuciary hereunder shall be binding on the Trustee until the original or a duplicate of which shall not have been lodged with the trustee, shall he void as to all subsequent assignees or purchasers without notice. vold as to all aubsequent assigners 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 titus, or in case said Trustee shall be competed to pay any sum of money on account of this trust, which is one 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 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 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 on account of this trust, to consult or retain counsel and shall thereby incur attorneys beginning 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 the sevent 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 all public or private said expenses made on trustee by said Trustee shall trustee may sell all or any part of said real estate all public or private sale on such terms as it may see fit, and retain from the proceeds of said sell as sufficient sum to reimburse itself for all such disbursements, payments, alsances 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. If the entitle of any legal proceeding involving this trust or any property or interest thereunder. The sole duty of the Trustee with reference to any such trust and proceeding involving

Notwithstanding anything he set before 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, reliad or otherwise, giving away or other disposition of intoxicating fiquors of any kind, or as a tavern, liquor store or other establishment for the sale of intoxicating fiquors for use or consumption on the premises or otherwise, any purpose which may be with non-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, hablisty hazard or library in Such resignation as to all or part of the trust property, or the part thereof as to which the frustee 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 explenses and attorneys fees and for its reasonable compensation. Phe hours and the fruster of the fru

This Trust Agreement shall not be placed on the distinct of 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 any Trustee.