

UNOFFICIAL COPY

DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, COLE TAYLOR BANK, a corporation of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100ths Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey - and Warrant - unto HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 9th day of September 19 88, and known as Trust Number 883431, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 6 IN SILVER LAKE DELLS, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11 AND THE WEST 50 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 16550476, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index No. 27-11-405-001

94887228

Commonly known as: 8104 Forestview, Orland Park, IL 60462

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby given to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivisions or parts thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell in any terms, to convey either with or without consideration, to convey and real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in the future, and to grant any terms and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it should be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or to be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire in any way of the terms of said Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument in that at the time of the delivery thereof the trust created by this indenture and by said Trust Agreement was in full force and effect, that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said Trust Agreement or in all some time as thereof, if any, and binding upon all beneficiaries hereunder, in that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver, or such deed, trust deed, lease, mortgage or other instrument and that the conveyance is made to a successor or successors in trust, that such successor or successors in trust, has been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Heritage Trust Company, individually or as Trustee nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for, or arising from, or for the injury to or attorneys may do or shall do to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any instrument thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries and said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust, and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whatsoever and whose ever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under (them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Heritage Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or heretofore registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S. Cole Taylor Bank, aforesaid have hereunto set their hand and seal this 4th day of October 19 94.

COLE TAYLOR BANK

(SEAL)

(SEAL)

BY: [Signature]

(SEAL)

ATTEST: [Signature]

(SEAL)

State of Illinois, County of Cook, ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Paul M. Ross, Jr., personally known to me to be the Special Assets Officer of COLE TAYLOR BANK, an Illinois corporation, and Arlene Keller personally known to me to be the Personal Banker of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Special Asset Officer and Personal Banker, they signed and delivered the said instrument as Special Asset Officer and Personal Banker of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of October, 1994.

OFFICIAL SEAL KELLY BUTLER NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 4-22-97

[Signature] Kelly Butler Notary Public

My commission expires: 4-22-97

GRANTEE:

HERITAGE TRUST COMPANY 17500 Oak Park Avenue Tinley Park, Illinois 60477

8104 Forestview, Orland Park, IL 60462

For information only insert street address of above described property.

SAS - A DIVISION OF INTERCURITY

This Document Prepared By: David T. Cohen

14300 S. Ravinia, #100,

Orland Park, IL 60462



This space for affixing Riders and Revenue Stamps

Document Number

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2

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DEPT-01 RECORDING \$23.50
T#0014 TRAN 3065 10/17/94 09:11:00
#2217 # AR *-94-887238
COOK COUNTY RECORDER

0657084

Property of Cook County Clerk's Office

REAL ESTATE TRANSACTION TAX
0.05
REVENUE STAMP

REORDER ITEM #: PS4 LABEL

Cook County
REAL ESTATE TRANSACTION TAX
095.70
REVENUE STAMP
888693

124909

94887238

STATE OF ILLINOIS
CLERK OF COOK COUNTY