day of THIS INDENTURE, made this 14th October 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 88 , and known as Trust No. 88-395 10th day of February party of the first part, and MICHAEL R. McCORMICK and KAREN H. McCORMICK, husband and wife as Joint tenants, of 11657 Glenview Drive, Orland Park, Illinois 60462 parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of dollars, and other good and valuable TEN (\$10.00) and 00/100 ---considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part,

MICHAEL R. McCORMICK and KAREN H. McCORMICK, husband and the following described state, situated in Cook County, Illinois, to-wit: wife real estate, situated in

Lot 6 in Mallow Ridge Subdivision, a Subdivision of part of the Northwest 1/4 of Section 29, Township 36 North, Range 12 East of the Third Principal Meridian, 'n Cook County, Illinois.

P.I.N. 27-29 100-007-0000 (Affects this PIQ and OP)

Commonly known as 1028 West 168th Street, Orland Park, IL

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 behoof 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 1794 and subsequent years.

This deed is executed by the party of the first part, as Trustee, as aforesaid, in strant 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 privisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling, SUBJECT, HOWEVER, to leave of all trust deeds and/or mortgages upon said real estate, it any, of record in said county; all unpaid general taxes and special assess ner its and other liens and claims of any kind; pending littingtion, if any, affecting the said real estate; building lines; building, liquor and of or restrictions of record, if any; party walls, party wall rights and party wall agreements, if any; Zoning and Building Laws and Order in ex; mechanic's lien 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 neceto affixed, and has caused its name to be the day and year signed to these presents by its first above written. and attested by its Trust Offider Asst. Vice Pres.

K OF COUNTRYSIDE as Trustee as aforesald

STATE OF ILLINOIS COUNTY OF COOK

the undersigned A Notary Public in and for said Country, in the state aforesaid, DO HEREBY CEUTTY, THAT SUSAN L. JUTZI of State Bank of Country saids and of State Bank of Countryside and BROCKENOT said Bank, personally known to me to be the san a presona MAUREEN J

whose names are subscribed to the foregoing instrument as such IFUST UTTICE and ASST. VICE PRES. respectively, appeared before me this day in persing 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 act forth;

did also then and there acknowledge that the said corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said. ITUST OFFICET'S DESCRIPTION OF A SAID SAID BANK, for the uses and purposes therein set forth. Given under my hand and Notafiel Seal this 12th day of October ... Q4 INOIS OFFICIAL SEX Creader

band

DONN CREADEN Given v NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JAN. 29, 1998

Prepared by:

NAME

DELIVERY

6734 Jallet Rd. Countryside, IL 60525

Mr. Ronald P. Sokol SOKOL & MAZIAN

60 Orland Square Drive STREET ' Orland Park, IL 60462 CITY

OR: RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

11028 West 168th Street

Orland Park, 1L

BOX 333-CTI

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8 500K

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Seller or Representative

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Section 4

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REVENUE 28 3 0 #HHHHHHH

> 7 2 STAMP



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er from ILLIANA FINANCIAL, INC. (312) \$86.6000

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 fitle 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 how has, and that no beneficiary hereunder at any times shall have any right, title or interest in or to any partion 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 heneficiarly hereunder shall not terminate the trust nor ly any manner affect the powers of the Truste hereunder. No assignment of any beneficial interest hereunder with 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 heneficial interest hereunder, the original or duplicate of which shall not have been lodged with the vold us to all subsequent assignees or purchasers without nutice.

void us to all subsequent assignees or purchasets 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 little to said real extate 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 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 it 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 as d. T. stee 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 s. Te a sufficient sum to reimburse itself 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 beneficiaries who are entitled thereto. However, nothing here in contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or dered any legal proceeding involving this trust or any property of interest thereonder. The sole duty of the Trustee with reference to any sur it leg

Notwithstanding anything bere! 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 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 sales, 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 locused which in the opinion of the Trustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability hazard or alligation. 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 co's as to which the Trustee desires to resign the trust hereunder, shall continue to have a first lien on the trust property, for its co'ts, expenses and attorneys' fees and for its reasonable compensation.

Rect. record, astee. This Trust Agreement shall not be placed on feed 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 (sa d rustee.

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