

TRUSTEE'S DEED

The above space for recorders use only.

INTERCOUNTY TITLE CALL 514 6959 CW

THIS INDENTURE, made this 2nd day of November, 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 May, 19 91, and known as Trust No. 91-1044 party of the first part, and ANDREW W. TOMALA and CYNTHIA M. TOMALA as joint tenants, of 12244 Walker Road, Lemont, Illinois 60439 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 other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, ANDREW W. TOMALA and CYNTHIA M. TOMALA, the following described real estate, situated in Cook County, Illinois, to-wit:

See Legal Description Attached.

P.I.N. 22-21-401-013

Commonly known as Walker Road, Lemont, Illinois 60439

Together with the tenements and appurtenances thereon 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 general real estate taxes for 1994 and subsequent years; rights of the public, the municipality and the State of Illinois in and to that part of the land taken or used for roads and highways; drainage ditches, feeders and laterals and other drainage easements, if any; easement recorded as Document #25594150.

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 liens 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 liens; 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; encumbrances of record, if any; and rights and claims of parties in possession.

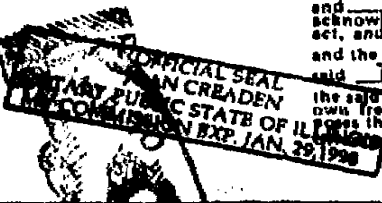
IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereon affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Sr. Vice Pres. the day and year first above written.

STATE BANK OF COUNTRYSIDE as Trustee as aforesaid

By: [Signature] 94977060
Attest: Thomas P. Boyle

STATE OF ILLINOIS SS. COUNTY OF COOK

A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT SUSAN L. JUTZI of State Bank of Countryside and THOMAS P. BOYLE 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 Sr. 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 Sr. 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 own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.



Under my hand and Notarial Seal this 4th day of November, 19 94. Joan Creaden, Notary Public

Prepared by: 6734 Juliet Rd. Countryside, IL 60525
NAME: Deborah K. Freeman, Atty.
STREET: 6825 Hobson Valley Dr. #303
CITY: Woodridge, IL 60517
OR: RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
Walker Road
Lemont, IL 60439
Tax bill to: m/m Andrew Tomala
12244 Walker Road
Lemont, Ill. 60439

29.52 (7)

Except under provisions of Paragraph c, Section 4, Real Estate Transfer Tax Act. This space for affixing stamp and revenue stamps.

Document Number

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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 event 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, profits 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, tending the surplus, 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 thereon 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 herein 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, 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 in 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, inaccuracy, 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 same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said Trustee.

6304456

DEPT-01 RECORDING 829.50
T89999 TRAM 6196 11/17/94 11:12:00
4374 # DM # -94-977060
COOK COUNTY RECORDER

EXHIBIT "A"

Legal Description:

THAT PART OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 174.00 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG A LINE 174.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 352.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 174.00 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4, SAID LINE BEING THE NORTH LINE OF D. KANDICH'S HILLCREST ESTATES ADDITION, THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 A DISTANCE OF 276.50 FEET TO A POINT THAT IS 628.5 FEET WEST OF THE PLACE OF COMMENCEMENT; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 300.00 FEET; THENCE EAST ALONG A LINE THAT IS 300.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 628.19 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 126.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

Office

94977060

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF COOK } S.S.

94977080

JOSEPH JANAS, SR., beneficiary of STATE BANK OF COUNTRYSIDE TRUST
NO. 91-1044 U/A/D 5/6/91, being duly sworn on oath, states
that he resides at 771 Kromroy, Lemont, Illinois, 60439.

That the attached deed is not in violation of Paragraph 1 of Chapter 109 of the
Illinois Revised Statutes for one of the following reasons:

A. Said Act is not applicable as the grantors own no adjoining property to
the premises described in said deed.

-OR-

B. The conveyance falls in one of the following exemptions enumerated in said
Paragraph 1:

1. The division or subdivision of land into parcels or tracts of 5 acres
or more in size which does not involve any new streets or easements of
access;
2. The division of lots or blocks of less than 1 acre in any recorded
subdivision which does not involve any new streets or easements of
access;
3. The sale or exchange of parcels of land between owners of adjoining
and contiguous land;
4. The conveyance of parcels of land or interest therein for use as a
right of way for railroads or other public utility facilities and
other pipe lines which does not involve any new streets or easements
of access;
5. The conveyance of land owned by a railroad or other public utility
which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants
or conveyances relating to the dedication of land for public use or
instruments relating to the vacation of land impressed with a public
use;
7. Conveyances made to correct descriptions in prior conveyances;

B. The sale or exchange of parcels or tracts of land following the
division into no more than two (2) parts of a particular parcel or
tract of land existing on July 17, 1959 and not involving any new
streets or easements of access;

9. The sale of a single lot of less than 5 acres from a larger tract
when a survey is made by a registered surveyor provided, however,
that this exemption shall not apply to the sale of any subsequent
lots from the same larger tract of land, as determined by the dimen-
sions and configuration of the larger tract on October 1, 1973.

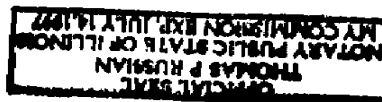
CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO THE ATTACHED DEED.

Affiant further states that he makes this Affidavit for the purpose of
inducing the Recorder of Deeds of Cook County, Illinois, to accept the
attached deed for recording.

Joseph Janas, Sr.
JOSEPH JANAS, SR., as beneficiary as
aforesaid

SUBSCRIBED AND SWORN TO
before me this 14th day
of November, 1994.

Thomas P. Russon
Notary Public



94977080

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Property of Cook County Clerk's Office



806351
126303

Cook County
REAL ESTATE TRANSACTION TAX
07-84
REVENUE STAMP
07000
POSTALIA POSTAGE METER SYSTEM

030:546