The shove space for recorders use only.	
day of October	, 19 94 , botween
oration of Illinois, as Trustee under	the provisions of a deed or
and delivered to said Bank in purs	uance of a trust agreement
, 19 87, and known as Tru	st No. 87-230
MICHALEK and BARBARA M. MI 5948 Kimbark, South Holland	CHALEK, husband and , 111inois 60473
	parties of the second part.
part, in consideration of the sum of	of
dollars, an	d other good and valuable
grant, sell and convey unto said	parties of the second part,
RA M. MICHALEK, husband ang	fighe following described
County, Illinois, to-wit:	···-
	day of October oration of Illinois, as Trustee under and delivered to said Bank in purse, 19 87, and known as Tru MICHALEK and BARBARA M. MIGHALEK and BARBARA M. MIGHALEK, South Holland part, in consideration of the sum of the sum of the said grant, sell and convey unto said grant, MICHALEK, husband ang

Lot 95 in Bristol Park Unit One, a Subdivision of part of the Southwest 1/4 of the Southwest 1/4 of Section 25, Township 36 North, Range 12, East of the Third Principal Meridian, and part of the Northwest 1/4 of Section 36, Township 35 North, Range 12, East of the Third Principal Section 36, Meridian, in Sook County, 111inois.

27-36-100-003-0000

Commonly known as 7842 Park Central Drive North, Tinley Park, IL 60477

Together with the tenements and appurtenances thereum a belonging.
TO HAVE AND TO HOLD the same unto said parties of the record 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 1994 and subsequent years.

This deed is executed by the party of the first part, as Trustee, as aforesaid, our dant to and in the exercise of the power and authority against to and vested in it by the terms of said Died or Deeds in Trust and the ploy inch of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling, SUBJECT, HOWEVER, to 12-lens of all trust deeds and/or mortgages upon said seates, if any, of record in said county; all unpaid general takes and special assessment? and other tens and claims of any kind; pending this said party and restrictions of record, if any; party walls, party wall agreements, if any; coning and building, liquor and other tens and 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 herety at fixed, and has caused its name to be signed to these presents by its Trust Officer first above written. and attested by its Asst. Vice Pres. the day and year

OF COUNTRYSIDE as Trustee as aforesaid

DUNTY OF COOK the undersigned STATE OF ILLINOIS A Notary Public in and Or said Country, in the state aforesaid, DO HEREBY CER" 187, THAT OF State Bank of Countrys de and MAUREEN J. BROCKEN of said Bank, personally known to me to be the saise personal NOTARY JUNIO CRONGE OF THE OF JONN CREADEN whose names are subscribed to the foregoing instrument as such Trust Officer and ASST. VICE Pres. respectively, appeared before me this day is and ASST. VICE Pres. respectively, appeared before me this day in person and seknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Bank, for the users and purposes therein set forth: and the said ASST. VICE Pres. did also then and there acknowledge that as custodian of the corpurate aget of said Bank did affix Trust Officer le hijd corporate seal of said Bank to said instrument as said Trust UTTICET'S wifere and voluntary act, and as the free and voluntary act of said Bank, for the uses and purches therein set forth. under my hand and Notarial Seal this -215/7 __ day of Notaly Public

Prepared by:

75-15-676

673 Joliet Rd. Countryside, IL 60525

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Ed Sharkey NAME 14105 Lincoln Avenue Box 27 STREET Dolton, Illinois

7842 Park Central Drive North

60419

Tinley Park, IL 60477

CITY

OR: RECORDER'S OFFICE BOX NUMBER

n ILLIANA FMANCIAL, INC. (812) 266

CO. NO.

This sp v6.81

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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 1950 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 estatence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her execution or administrator, and not to his or her heres at law; and that no beneficiary now has, 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 libring 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 beneficiar interest hereunder under 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. 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 competed 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 pointly 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 and expenses made or incurred by said with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall be on 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 Til, and retain from the proceeds of said sale as sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses of said sale as sufficient sum to reimburse itself for all such disbursements, payments, subvances and interest thereon and expenses of said sale as sufficient sum to reimburse itself for all such disbursements, payments, subvances and interest thereon and expenses of said sale as sufficient sum to reimburse itself for all such disbursements, payments, subvances and interest t

Notwithstanding anything hereinvefore 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 sac at wholesale, retail or otherwise, giving away or other disposition of intoxicating liquors of any kind, or as a tavern, liquor store or other estably, ment for the sale of intoxicating liquors for use or consumption on the premises or otherwise, or for any purpose which may be within the cape 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, a citch in the opinion of the Trustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability hazard or illipation. 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 is to which the Trustee desires to resign the trust hereunder, by the Trustee to the heneficiaries in accordance with their respective i sterests hereunder. The Trustee notwithstanding any resignation hereunder, shall continue to have a first lien on the trust property, for its conveyer, onses and attorneys fees and for its reasonable compensation. FILED FOR THE FILED FOR THE STATE OF THE STA

This Trust Agreement shall not be placed on roco d in the Recorder's Office or filed in the office of the Registral 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, detogatory to the title or powers of enginee.