CODY COUNTY ILLINOIS

o. 19149 AH 8: 48

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

Subject to easements, covenants, conditions and restrictions of record,

Subject to 1993 real estate taxes 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 granted to and vested in it by the terms of said Deed or Deeds in Trust and the provinces of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling, SUBJECT, that are the provinces of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling, SUBJECT, that are the said trust deeds and/or mortgages upon said real estate, if any, of record in said county; all unpaid general takes and sessioned its and other liens and claims of any kind; produing littgation, if any, affecting the taid real estate; building lines; building, in, nor and other liens and claims of record, if any; party walls greements, if any; 20ning and Building Laws and Ordi and expensive 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 herete affixed, and has caused its name to be signed to these presents by its first above written. Trust Officer and attested by its Sr. V ce Pres. the day and year

BANK OF COUNTRYSIDE as Trustee as aforesaid

STATE OF ILLINOIS SS. COUNTY OF COOK

A Notacy Public in and Joy said Country, in the state aforesaid, DO HEREBY CEATTY, THAT THOMAS P. BOYLE

whose names are subscribed to the foregoing instrument as such Trust Officer
and Sr Vice Present and delivered the said instrument as their own free and voluntary act, and as the ree and voluntary act, and as the ree and voluntary act of said Bank, for the users and purposes therein set forth; and the said Sr. Vice Pres. did also then and there acknowledge that did also then and there acknowledge that

ITUST Ufficer as custodian of the corporate seal of said Bank to said instrument as said the corporate seal of said Bank did affix

JOAN CREADEN own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

BOTARY PUBLIC STATE OF ILLINOIS litten under my hand and Notated Spail this 9th day of December

NOT COMMISSION EXP IAW 29,1494

MY COMMISSION EXP JAN 29,1494

Prepared by:

6734 Joliet Rd. Countryside, IL 60525

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

PAUL ZOGAS, ESQ.

6 Warner Circle

STREET CITY

8929 S HARLEM ANE BRIDGEVIEW, IL GOYSS

Lemont, IL 60439

O: OR: RECORDER'S OFFICE BOX NUMBER .

BCX 333

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AT 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 principled, 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 oil 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 hereficiarly hereunder during the existence of this trust, his or her right and interest hereunder shall, except as lierein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law, and that no beneficiarly now has, and that no beneficiarly 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 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 beneficiar hereunder shall be binding on the Frustee 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 top ay 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 projection 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 dishursements 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 consey or otherwise deal with said property. It any time held hereander until all of 'said dishursements, nayments, 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. In 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 size a sufficient sum to reimburse isself 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 heneficiaties 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 any property or interest thereunder. The sole duty of the Trustee with reference to

Notwithstanding anything horeir 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 sued, or the use thereof is authorized or contemplated, for any purpose (including, but not limited to, the sale of wholesale, retail or otherwise, giving away or other disposition of intoxicating liquors of 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 by ich in the opinion of the Trustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability hazard or nitigation. Such resignation as to all or part of the trust property, or the part the cole as to which the Trustee desires to resign the trust hereunder, by the Trustee to the beneficiaries in accordance with their respective intere its hereunder. The Trustee notwithstanding any resignation hereunder, shall continue to have a first lien on the trust property, for its coles, expenses and attorneys' fees and for its reasonable compensation.

This Trust Agreement shall not be placed on a cole to the New year? Office or field in the office of the Resistent of Titles of the

This Trust Agreement shall not be placed on r cord in the Recorder's Office of filed in the office of the Registrar of Jitles 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 the person hereunder, derogatory to the title or powers of the rights of the name shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of the rights of the name shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of the recording of the name shall not be considered as notice of the rights of any person hereunder.

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PARCEL 1:

LOT 3 IN WATERFORD COURT, BEING A RESUBDIVISION OF LOTS 23, 24, 25 AND 26 (EXCEPT THE EAST 18.80 FEET OF LOT 26) IN QUARRY RIDGE SUBDIVISION, BEING A SUBDIVISION OF FART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN THE DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS FOR WATERFORD COURT TOWNHOMES, RECORDED JANUARY 22, 1993 AS DOCUMENT NUMBER 93055752 AND AS CREATED BY DEED FROM STATE BANK OF COUNTRYSIDE, AS TRUSTEE UNDER TRUST NUMBER 92-1183 TO Sally Located Recorded /-/9-94 AS DOCUMENT # 94(1545) 1FOR INGRESS AND EGRESS OVER LOT 17 IN WATERFORD COURT SUBDIVISION AFORESAID

SUBJECT to DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS FOR WATERFORD COURT TOWNHOMES by grantor, RECORDED JANUARY 22, 1993 AS DOCUMENT NUMBER 93055752, which is incorporated herein by

reference thereto. Grantor grants to the grantees, their heirs and assigna, as easements appurtenant to the premises hereby conveyed the examents created by said Declaration for the benefit of the owners of the parcels of realty herein described. Grantor reserves to itself, its successors and assigns, as easements appurtenant to the remaining parcels described in said Declaration, the electents thereby created for the benefit of said remaining parcels described in said Declaration and this conveyance is subject to the said easements and the right of the grantor to grant said easements in the conveyances and mortgage of said remaining parcels of any of them, and the parties hereby, for themselves, their heirs, successors and assigns, covenant to be bound by the covenants and agreements in said Document set forth as covenants running with the land.

AND PURTHER SUBJECT TO: (a) (eneral real estate taxes not due and payable at the time of closing; (b) special assessments confirmed after October 19, 1993, 'ff any; (c) building set back lines and use or occupancy restrictions; (d) covenants, conditions and restrictions of record provided they are not violated nor contain a reverter or the right of te-entry; (e) zoning laws and ordinances; (f) easements for public utilities and those set forth in the Declaration of Protective Covenants and Conditions for Waterford Court Townhomes recorded on January 22, 1993 as document number 93055752; (g) the terms and conditions contained in the Declaration of Protective Covenants and Conditions for Waterford Court Townhomes recorded on January 21, 1993 as document number 93055752 and amendments therto, if any; (h) drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (i) public and private roads and highways; (j) party walls, party wall rights and agreements including those contained in the Declaration of Protective Covenants and Conditions for Waterford Court Townhomes recorded on January 22, 1993 as document number 93055752; and (k) installments of assessmen

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