

TRUSTEE'S DEED
Statutory (ILLINOIS)

THIS AGREEMENT made this 28th day May 1998 between **JANET M. MRAZEK** as Trustee under **DECLARATION OF TRUST** dated March 21, 1997, Grantor and **MARK R. BATHERSON** and **CLAIRE M. BATHERSON**, husband and wife, Grantees 1601 Manchester, Westchester, IL 60154

for and in consideration of **TEN AND 00/100 (\$10.00) DOLLARS**, and other good and valuable considerations in hand paid, receipt whereof is hereby acknowledged, and in pursuance of the power and authority the Grantor hereunto enabling does hereby convey and quitclaim unto the Grantees,

not in Tenancy in Common, ^{not} but as tenants in the entirety Joint Tenancy, the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

See legal description as Exhibit A

TRANSFER STAMP
CERTIFICATION OF COMPLIANCE
Village of Westchester

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. **TO HAVE AND TO HOLD** said premises not in Tenancy in Common, but as Joint Tenants.

Permanent Real Estate Index Number(s): 15-29-410-049

Address(es) of Real Estate: 2919 Kensington, Westchester, IL 60154

DATED this 28th day of May, 1998

Janet M. Mrazek

JANET M. MRAZEK, as Trustee

Under T/A dated March 21, 1997

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
JUN-2'98 DEPT OF REVENUE
00 25

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
JUN-2'98 DEPT OF REVENUE

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP JUN-2'98
00.25

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP JUN-2'98
117.50

LTC 0-625431-09
100139
073948

3

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LEGAL DESCRIPTION

LOT 31 (EXCEPT THE SOUTH 3 FEET THEREOF) AND THE SOUTH 20 FEET OF LOT 32 IN BLOCK 8 TOGETHER WITH THE WEST HALF OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS IN WESTCHESTER HIGHLANDS A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

STATE OF ILLINOIS)

COUNTY OF)

I, the undersigned, a Notary Public in and for the County, in the State aforesaid, DO HEREBY CERTIFY that JANET M. JRAZEK as Trustee under Declaration of Trust personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of first refusal.

Given under my hand and official seal, this 28th day of May, 1998



This instrument prepared by:

William S. Wilson, Wilson & Wilson, 1415 West 55th Street, LaGrange, IL 60525

Send Subsequent Tax Bills To:

John Dvorak

M/M Mark Batherson

Mail To: 1127 S. Mannheim

2919 Kensington

Westchester, IL 60154

Westchester, IL 60154

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said 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 present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon 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 easement 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 would 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 be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any 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, (a) 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, (b) that such conveyance or other instrument was executed in accordance with trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, right, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Grantee, 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 anything it or they or its or their agents or attorney may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment 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 under 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 this trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever 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 Grantee 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 hereafter registered, the Registrar of Title 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 or similar import, in accordance with the statute in such case made and provided.

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