UNOFFICIAL COPY

TRUSTEE'S **QUIT-CLAIM DEED** IN TRUST

THIS INDENTURE, made this of January 19 PALOS BANK AND TRUST COMPANY, a corporation oreanized and , 10 98 between the laws of the State of Illinois, and authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said corporation in pursuance of a certain Trust Agreement, day of 19 89 June , and

party of the first part, an 2210s Bank

98023404 Page 1 of

5144/0063 11 001 1998-01-09 10:08:17

Cook County Recorder 25.50

and Trust Company as Trustee under the provision of a certain Trust Agreement, dated the 27th day of November , 1997, and known as Trust Number. 1-4243, party of the second part, WIFNESSETH, that said party of the first part, in consideration of the sum of _______Dollars, and other good and valuable considerations in hand paid, doesdereby convey and quit-claim unto said party of the second part, the following described Cook real estate, situated in County, Illinois, to-wit:

Lot 2 in Sandburg Glen Unit No. Leing a Planned Unit Development in the North 1/2 of Section 33, Township 37 North, Resign 12 East of the Third Principal Meridian, in Cook County, Illinois.

23-33-113-002 Permanent Index No:

known as Trust Number

13059 Sandburg Court, Palos Park, IL Common Address:

together with the tenements and appartenances thereunto belonging.

1-2882

TO HAVE AND TO HOLD the said real estate with the appertenances, upon the trusts, and for the uses and purposes berein and in said Trust Agreement set forth

THE TERMS AND CONDITIONS APPEARING ON THE REVAPSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and aff statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

This deed is executed by the party of the first part, as Trustee, as aforesaid, presumt to direction 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, including the authority to convey directly to the Trustee grantee named hereid, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to hereto affixed, and has caused its name to signed these presents by one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

PALOS BANK AND TRUST COMPANY

fustee, as aforesaid, and not personally

PRESIDENT

Attest

STATE OF ILLINOIS. COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that James J. Martin, Jr., Trust Officer personally known to me personally known to me The the Vice President/Assistant Vice President of PALOS BANK AND TRUST COMPANY and

Mary Kay Burke. Land Trust Officer personally known to me to be the Trist

Selfig (Assistant Trust Officer of said corporation, and personally known to me to be the same persons

Selfig (Assistant Trust Officer of said corporation, and personally known to me to be the same persons

Selfig (Assistant Trust Officer of said corporation, and personally known to me to be the same persons

Selfig (Assistant Trust Officer of said corporation, and personally known to me to be the same persons

Mary Kay Burke. Land Trust Officer

Personally known to me to be the Trist

Selfig (Assistant Trust Officer of said corporation, and personally known to me to be the Trist

Selfig (Assistant Trust Officer of said corporation, and personally known to me to be the Trist

Selfig (Assistant Trust Officer of said corporation, and personally known to me to be the Trist

Selfig (Assistant Trust Officer of said corporation, and personally known to me to be the Trist

Selfig (Assistant Trust Officer of said corporation, and personally known to me to be the Saint Property (Assistant Trust Officer of said corporation, and personally known to me to be the Saint Property (Assistant Trust Officer of said corporation, and personally known to me to be the Saint Property (Assistant Trust Officer of said corporation). Nedged that they signed and delivered the said instrument as Vice President/Assistant Vice President and Trust Officer/Assistant Trust Officer of said Bank, and caused the corporate seal of said Bank to be affixed hereto, as their free and voluntary acts, and as the free and voluntary act o said Bank for the uses and purposes therein set forth.

Given under my hand and Notary Seal

Pates Bank and Past Company 12600 South Harlett Syrme Palos Hrights, Illinois Mich.

Notary Public

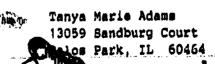
UNOFFICIAL COPY

NAMIPALOS BANK AND TRUST COMPANY

street 12600 South Harlom Avoids

Palos Haigirts, Illinois (80463

INSTRUCTION HISTORIAGE OFFICE HOX NUMBER TRUST, DEPARTMENT

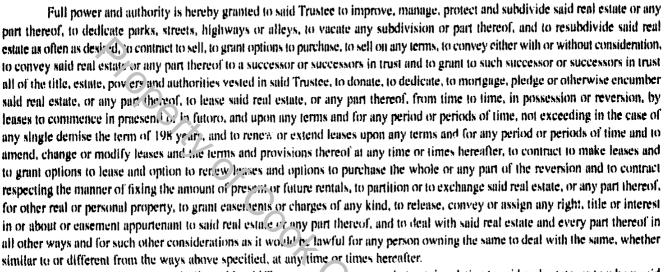




Palos Bank and Trust

TRUST AND INVESTMENT DIVISION

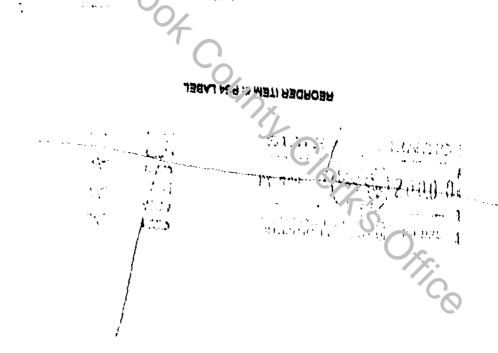
12000 South Harlem Avenue / Palos Heights, Illinois (00463 / (708) 448-9100



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 so'd. Eased 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 net 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 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 or is in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the 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, trost deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such success or or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, 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 attorneys 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 sofar as the 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.



8052404 1206 12 21

UNOFFICIAL COPY

Property of Coot County Clert's Office