

DEED IN TRUST

1087012 1/4

THIS INDENTURE WITNESSETH,
THAT THE GRANTOR,
ELIZABETH T. MARINO,
guardian for the Estate
of Albert G. Marino, a
disabled person
of the County of Cook and State of
Illinois, for and in consideration
of the sum of Ninety-Two Thousand

Dollars (\$ 92,000), in hand paid, and of
other good and valuable considerations,
receipt of which is hereby duly
acknowledged. Convey and Warrant unto

THE ABOVE SPACE FOR RECORDER'S USE ONLY

HERITAGE TRUST COMPANY, an Illinois Corporation, of 17500 Oak Park
Ave., Tinley Park, IL 60477, as Trustees under the provisions of a certain Trust Agreement dated the 5th day of
May 1989, and known as Trust Number 89-3666, the following described real estate in the
County of _____ and State of Illinois, to-wit:

PIN # 24-24-405-042

Common Address: 11505 S. Artesian Chicago, IL 60655

LOT 2 IN HILL'S RE-SUBDIVISION OF LOTS 36 TO 39, INCLUSIVE,
IN BLOCK 4 IN HAROLD J. MCELHINNY'S FIRST ADDITION TO
SOUTHTOWN BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF
SECTION 24, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The conveyance hereunder is made by Elizabeth T. Marino, as
plenary guardian of the Estate of Albert G. Marino, a disabled
person, pursuant to Order approving said conveyance entered
December 26, 1997 in Case No. 97Pl692 in the Probate Division of
the Circuit Court of Cook County, Illinois.

SUBJECT TO: General real estate taxes not due and payable at
the time of closing; building lines and building laws and
ordinances, use or occupancy restrictions, conditions and
covenants of record; zoning laws and ordinances which conform to
the present usage of the premises; public and utility easements
which serve the premises; public roads and highways, if any;
party wall rights and agreements, if any; and limitations and
conditions imposed by the Illinois Condominium Property Act and
condominium declaration, if applicable.

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

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 and 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 presenti or in futuro, 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 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, 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, rights, powers, authorities, duties and obligations of it, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither HERITAGE TRUST COMPANY, 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 so far 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 HERITAGE TRUST COMPANY 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 Titles 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 of similar import, in accordance with the statute in such case made and provided.

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

In Witness Whereof, the grantor(s) aforesaid have/has herunto set his/her/their hand(s) and seal(s) this 30th day of December, 19 97.

_____(SEAL)

Elizabeth T. Marino (SEAL)

Elizabeth T. Marino, Guardian of the Estate of Albert G. Marino, a disabled person

_____(SEAL)

_____(SEAL)

State of _____)
County of _____) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do here by certify that

Elizabeth T. Marino

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their own free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 31st day of December 19 97.

Carrie Anne Groeller
Notary Public

OFFICIAL SEAL
CARRIE ANNE GROELLER
Notary Public, State of Illinois
My Commission Expires 01/31/01

THIS DOCUMENT PREPARED BY:

Rob B. Heinrich
Heinrich & Kramer, P.C.
205 W. Randolph St., Ste. 1750
Chicago, IL 60606

FUTURE TAX BILLS TO:

MICHAEL MELNYK
11505 S. ARISTAR
CHICAGO, IL 60645

MUNICIPAL TRANSFER STAMP (IF REQUIRED)

COOK CO. NO. 015
070429
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
JAN 12 '98 DEPT. OF REVENUE
92.00

COUNTY/ILLINOIS TRANSFER STAMP

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE JAN 12 '98
690.00

RETURN RECORDED DEPT. OF REVENUE

HERITAGE TRUST COMPANY
TRUSTEE U/T# 89-3666
17500 Oak Park Avenue
Tinley Park, IL 60477

EXEMPT under provisions of paragraph _____, Section _____, Real Estate Transfer Act.

Date _____

Buyer, Seller or Representative

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP JAN 12 '98
46.00

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