

UNOFFICIAL COPY

03020901

WARRANTY DEED IN TRUST

The above space for recording use only

THIS INDENTURE WITNESSETH, That the Grantor(s), John Hodgman married to Christine Hodgman of the County of Cook and State of Illinois for and in consideration of the sum of Ten and no/100 Dollars (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey(s) and Warrant unto PALOS BANK AND TRUST COMPANY, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of certain Trust Agreement, dated the 22nd day of January 19 93, and known as Trust Number 1-3394, the following described real estate in the County of Cook and State of Illinois, to-wit:

THE EAST 135 FEET OF LOT 5 IN FREDERICK H. BARTLETT'S HARLEM AVENUE AND 71ST STREET FARMS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 50 FEET THEREOF) OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 24, 1936 AS DOCUMENT 11,427,277 IN COOK COUNTY, ILLINOIS.

NOTE: This is not Homestead Property. P.I.N. 18-25-205-032 ADDRESS: 7158 S. HARLEM AVENUE, BRIDGEVIEW, IL 60455

DEPT-01 RECORDINGS \$23.50
TE7777 TRAN 2958 12/14/93 13:46:00
#4306 # *-03-020901
COOK COUNTY RECORDER

03020901

SUBJECT TO 1992 Real Estate Taxes and Subsequent

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 as any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell to any person to purchase, to sell or convey any part, to contract to lease with or without consideration, to convey said real estate or any part thereof in a successive or successive in trust and to grant to such successive 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 lease to commence in present or in future, and upon any term and for any period or periods of time, not exceeding in the case of any single devise the term of 99 years, and to extend any lease 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 real estate, 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 any real or personal property, to get grant occupants or charges of any kind, to release, convey or assign any right, title or interest in or about any real estate or any part thereof, or any part thereof, and to deal with said real estate and any 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, or mortgaged by said Trustee, or any successor in trust, be obliged to see the application of any purchase money, rent or other 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 Register of Titles of said County) relying upon or claiming under any such conveyance, lease or other instrument, and that at the time of the delivery thereof the trust created by this indenture and 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 the beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver any 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, title and obligations of its, his or their predecessor in trust. This conveyance is made upon the express understanding and condition that neither the said Bank, 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 if 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 thereof, 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 Trust beneficiaries or said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the direction of the Trustee, in his or her name, as Trustee of an express trust and not individually (unless 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 available for the payment and discharge thereof). All persons and corporations whatsoever and whosoever shall be charged with notice at 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, interest, legal or equitable, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds thereof as above. The intention hereof being to vest in said Bank the entire legal and equitable title in fee simple in and to all of the real estate above described, the intention hereof being to vest in any of the title to any of the above real estate is now or hereafter registered, the Register 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, and said Trustee shall not be required to produce the said Agreement of a copy thereof, or any extracts therefrom, as evidence that any transfer, change or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust. And the said grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid he(s)(she) hereunto set (his) (her) (their) hand(s) and seal(s) this 22nd day of January 19 93

John Hodgman (SEAL) Christine Hodgman (SEAL)

State of Illinois County of DuPage I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do hereby certify that John Hodgman married to Christine Hodgman

OFFICIAL SEAL EDMOND H. SADOWSKI Notary Public, State of Illinois My Commission Expires 1-31-94

Witnessed and attested my hand and notarial seal this 22nd day of January 19 93 Given under my hand and notarial seal this 22nd day of January 19 93 Notary Public

MAIL TO: Grantee's Address:

Palos Bank and Trust TRUST AND INVESTMENT DIVISION 12600 S. Harlem Ave., Palos Heights, IL 60463, (708) 448-9100

For information only insert street address of above described property.

7158 S. Harlem Avenue Bridgeview, IL 60455 City State

Permanent Tax Number 18-25-205-032

The space for affixing rights and revenue stamps

03020901

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OFFICIAL SEAL EDMOND H. SADOWSKI Notary Public, State of Illinois My Commission Expires 1-31-94

MAIL TO

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
NOV-3'93 DEPT. OF REVENUE
P.B. 10842

4 0. 0 0

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
NOV-3'93 DEPT. OF REVENUE
P.B. 10844

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