

# UNOFFICIAL COPY

This Indenture Witnesseth, That the Grantor JERZY MALYSZ and ZOFIA MALYSZ,  
his wife

of the County of Cook and State of Illinois for and in consideration  
of TEN (\$10.00) and no/100 Dollars, and other good and valuable considerations in hand paid, Convey  
and Warrant \_\_\_\_\_ unto the FIRST NATIONAL BANK OF EVERGREEN PARK, a national banking  
association existing under and by virtue of the laws of the United States of America, its successor or successors as Trustee  
under the provisions of a trust agreement dated the 15th day of December, 19 94, known as  
Trust Number 14077 the following described real estate in the County of Cook and State  
of Illinois, to wit:

Lot 37 (except the West 52.34 feet thereof) in Frank De Lugachio Marie  
Highlands, a Subdivision of the North Half of the Northwest Quarter  
(except the East 49-1/2 feet thereof and except the East 20 acres  
lying West of the East 49-1/2 feet thereof) of Section 1, Township 37  
North, Range 12 East of the third Principal Meridian, in COOK COUNTY,  
ILLINOIS.

COMMONLY KNOWN AS: 7721 West 87th Street, Bridgeview, IL 60455

PERMANENT INDEX NUMBER: 23-01-115-003-0000 **04074141**

SUBJECT TO: ALL Easements, Covenants, Restrictions, Party Wall Agreements  
and Encumbrances of record.

~~04072804~~

Grantee's Address: 3101 West 95th Street, Evergreen Park Illinois 60642

TO HAVE AND TO HOLD the said premises with the covenances, 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 premises  
or any part thereof, to dedicate parks, streets, highways or alleys and to create any subdivision in part thereof, and to  
resubdivide said property 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 premises 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 property, or any part thereof, to lease  
said property, 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 extending in the case of any single demise the term  
of 99 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  
property, 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 premises or any part thereof, and  
to deal with said property 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 in relation to said premises, or to whom said premises or any part  
thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application  
of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this  
trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, to 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 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 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 some amendment thereof and binding upon all beneficiaries thereunder, (c)  
that said trustee 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 its, his or their predecessor in trust

The interest of each and every beneficiary hereunder 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 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 the earnings, avails and proceeds thereof as aforesaid

If the title to any of the above lands 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

And the said grantor s hereby expressly waive and release 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 have hereunto set their hand s and  
seal s this 15th day of December 19 94.

(SEAL) Jerzy Malysz (SEAL) Zofia Malysz

(SEAL) Zofia Malysz (SEAL)

This instrument was prepared by: EDWARD M. LUPA, attorney, 5796 Archer Ave., Chicago, IL  
60638

04074141

23.00

# UNOFFICIAL COPY

STATE OF Illinois  
COUNTY OF Cook

I, EDWARD M. LUPA

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Jerzy Malysz and Zofia Malysz, his wife

personally known to me to be the same person s whose name s are  
subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that they signed, sealed and delivered the said instrument  
as their 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  
15th day of December A.D. 19 94

*Edward M. Lupa*  
Notary Public

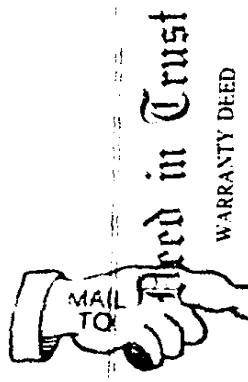
My commission expires December 12, 1995

" OFFICIAL SEAL "  
EDWARD M. LUPA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/12/95

DEPT-01 RECORDING \$23.50  
TRAN 1012 12/27/94 14:24:00  
#9059 JJ \*-04-074141  
COOK COUNTY RECORDER

DEC 27 1994  
DEC 27 1994  
Property of Cook County Clerk's Office

01074141



WARRANTY DEED

First National Bank of Evergreen Park  
3101 W. 95th St.  
Evergreen Park, IL 60642  
(708) 422-6700

TO  
First National Bank of Evergreen Park  
TRUSTEE

EVERGREEN  
BANK