

UNOFFICIAL COPY

04082948

WARRANTY DEED IN TRUST

The above space for recorder use only

THIS INDENTURE WITNESSETH, That the Grantor(s), Andrew H. Mooha and Lorraine Mooha, his wife,

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 15th day of December 19 94, and known as Trust Number 1-320, the following described real estate in the County of Cook and State of Illinois, to-wit:

Unit 120 in Eagle Ridge Condominium Unit II, as delineated on a Survey of the following described real estate: that part of South East 1/4 of Section 32, Township 36 North, Range 12 East of the Third Principal Meridian, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 91315399 and as amended from time to time together with its undivided percentage interest in the Common Elements in Cook County, Illinois.

Permanent Index No. 27-32-400-021-0000 (property subject of this deed and other real property).

Commonly known as: 10615 Lynn Drive, Orland Park, Illinois.

EXEMPT UNDER THE PROVISIONS OF SECTION 4, PARAGRAPH e, ILLINOIS REAL ESTATE TRANSFER TAX ACT. Date: Dec. 15, 1994.

SUBJECT TO

John D. Morrison
Agent for Grantors

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 may appear or as desired, to contract to sell, to grant options to purchase, to sell in any form, to convey either with or without consideration, to remove said real estate or any part thereof, to succeed or to succeed 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 lease or otherwise 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 device the term of 99 years, and to renew or extend such leases upon any terms and for any period or periods of time and to amend, change or modify leases and 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 regarding the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, with any real person or entity, to get grant easements or charges of any kind to release and convey or to reserve or to grant any part or interest in or about or 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 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 Register of Deeds of said County) relying upon the same, and the same shall be binding upon all persons claiming under them 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 trust, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereto, 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 the, 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 successors 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 respect to said real estate, or any part thereof, shall be entered into in the name of the then beneficiaries thereof, and said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in the name of the Trustee, 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 available for the payment and discharge thereof). All persons and corporations whatsoever 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, interest, legal or equitable, in or to said real estate, or such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, 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.

If the title to any of the above real estate is now or hereafter registered, the Register of Deeds 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, charge or other dealing (involving the register or 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 one or 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 ha(s)(ve) hereunto set (his) (her) (their) hand(s) and seal(s) this 15th day of December, 19 94.

Andrew H. Mooha (SEAL) Lorraine Mooha (SEAL)
Andrew H. Mooha (SEAL) Lorraine Mooha (SEAL)

State of Illinois, I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do County of Cook hereby certify that Andrew H. Mooha and Lorraine Mooha, his wife,

OFFICIAL SEAL
JOHN R. WIDEIKIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 1/29/95

I personally known to me to be the same person(s) whose name(s) (is) (are) 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) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Done under my hand and notarial seal this 15th day of December, 19 94.

John D. Morrison
Notary Public

MAIL TO: Grantee's Address:
B Palos Bank and Trust
TRUST AND INVESTMENT DIVISION
12600 S. Harlem Ave., Palos Heights, IL 60463 (708) 449-4115

For information only insert street address of above described property.
10615 Lynn Drive
Orland Park, IL 60462
City State
Permanent Tax Number 27-32-400-021-0000

DEPT-01 RECORDING
TR 0011 TRAN 5331 12/29/94 16:24:00
#6223 #RV #-04-082948
COOK COUNTY RECORDER

04082948

04082948

2550

1-3710

DOCUMENT PREPARED BY:
J.R. WIDEIKIS, Attorney at Law
6446 W. 127th St.
Palos Heights, IL

COOK COUNTY INSURANCE COMMISSION

MAIL TO

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Property of Cook County Clerk's Office

01088418

09082906

JAN 10 2010
CLERK OF COURT
COURT HOUSE
CHICAGO, ILL.

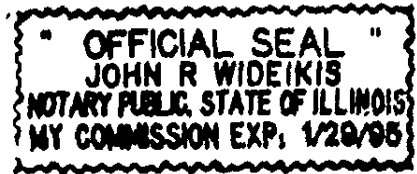
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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated Dec. 15, 1994 Signature: Andrew H. Mooha
Grantor or Agent

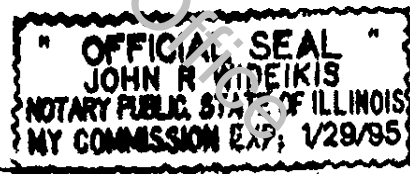
Subscribed and sworn to before me by the said Andrew Mooha this 15th day of December, 1994.
Notary Public John Morrison



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated Dec. 15, 1994 Signature: Lorraine Mooha
Grantee or Agent

Subscribed and sworn to before me by the said Lorraine Mooha this 15th day of December, 1994.
Notary Public John Morrison



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

04082949

10-511

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
111 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.4100 FAX: 312.603.4101
WWW.COOKCOUNTYCLERK.COM

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