

UNOFFICIAL COPY

09025374

9/22/01 16:00:28 Page 1 of 2

1999-11-01 16:00:28

Cook County Recorder

23.50

WARRANTY DEED IN TRUST

The Grantor(s) JEAN THODE, a widow, and JEROME J. AULINSKIS and EILEEN A. AULINSKIS, his wife, of the Village of Willow Springs, County of Cook, State of Illinois for and in consideration of Ten and No/100 Dollars, and other good and valuable considerations in hand paid, convey(s) and warrant(s) to Prairie Bank & Trust Company, as Trustee under the provisions of a trust agreement dated the 20th day of May, 1999, and known as Trust Number 99-062, (hereinafter referred to as "said trustee", regardless of the number of trustees,) and unto all and every successor or successors in trust under said trust agreement, the following described real estate situated in the County of Cook in the State of Illinois, to wit:



LOT 5 IN WILLOW GLEN SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Commonly Known As: Lot 5 in Willow Glen Subdivision, Willow Springs, Illinois
Permanent Index Number(s): 18-31-403-024; 18-31-403-025

PROFESSIONAL NATIONAL
TITLE INSURANCE CO.

SUBJECT TO: General taxes for 1998 and subsequent years, building lines and building laws and ordinances; zoning laws and ordinances; public and private roads and highways; easements for public utilities; other covenants and restrictions of record.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, street, highways or alleys; to vacate any subdivision or 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 praesenti 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 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 mortgage 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

UNOFFICIAL COPY

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 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.

09025374

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.

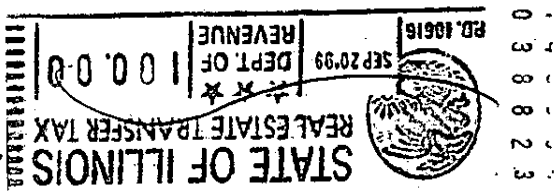
If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition" or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

DATED this 24th day of September, 1999.

Jean Thode
JEAN THODE

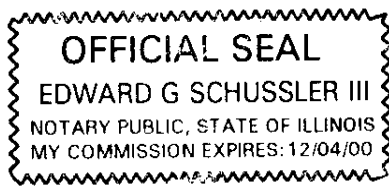
Jerome J. Aulinskis
JEROME J. AULINSKIS

Eileen A. Aulinskis
EILEEN A. AULINSKIS



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that JEAN THODE, JEROME J. AULINSKIS and EILEEN A. AULINSKIS, personally known to me to be the same persons whose names 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 his 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 official seal, this 24th day of September, 1999.

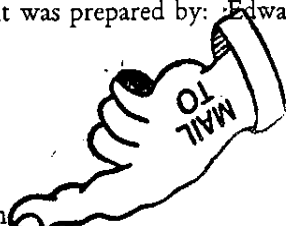


Edward G. Schussler
Notary Public

This Instrument was prepared by: Edward G. Schussler, Schussler & Kutsulis, Ltd.,
9631 W. 153rd St., Suite 35, Orland Park, IL 60462

MAIL TO:

Thomas Dalton
6930 W. 79th Street
Burbank, IL 60459



SEND SUBSEQUENT TAX BILLS TO:

B. R. Builders, Inc.

15704 S. Will Cook Road
Cookport 11 60441

