

22 496 294

WARRANTY DEED IN TRUST

The above space for recorder use only.

THIS INDENTURE WITNESSETH, That the Grantor(s) WALTER F. KOSCHE and MARLENE S. KOSCHE, 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 21st day of September, 1973, and known as Trust Number 1-0532, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 15 in Block 1 in A. T. McIntosh and Company's Westwood, in the South West quarter of Section 13, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. RLF

SUBJECT TO

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 erect, parks, streets, highways or alleys, and to locate any subdivision or part thereof, and to resubdivide said real estate as often as he or she may desire, to grant options to purchase, to sell or convey either with or without consideration, or any part thereof, to a successor or successors in trust and to grant to such successor or successors in trust, full powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, or to convey, to lease, to grant, to renew, to extend, to amend, to change or modify leases and terms and provisions thereof of any time or term hereafter, to contract to make, to grant, to renew, to extend, to amend, to change or modify leases and options to purchase the partition or to exchange said real estate, or any part thereof, in all other ways and for such other considerations as it would be lawful for any person owning the same, of with the same, whether similar to or different from the ways above specified, of any time or time 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 that the terms of this trust have been complied with, or to be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or to be obliged or privileged to enquire 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 it is the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that it is a conveyance or other instrument was executed in accordance with the terms and conditions and limitations contained in this Indenture, or in said Trust Agreement or in all amendments thereof, (c) that it is a deed, trust deed, lease or other instrument, (d) that it is a deed, trust deed, lease or other instrument and (e) that the conveyance is vested with all the title, estate, rights, powers, authorities, duties and obligations of their predecessors in title, and that the 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 done by the Trustee in connection with said real estate, or for injury to person or property happening in or about said real estate, 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 set aside or annulled in the case of the then beneficiary under said Trust Agreement or their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 as far as on the trust proper, and in the actual possession of the Trustee, shall be applicable for the payment and discharge thereof). All persons and corporations of whatsoever and whosoever shall be charged with notice of this condition from the date of the filing for record of this deed.

If any title to any of the above real estate is now or hereafter registered, the Registrar of Titles shall be directed not to register or note in the certificate of this or duplicate thereof, or memorial, the words "in trust" or "upon trust" 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 or a copy thereof, or any extracts therefrom, as evidence that any trustee or trustee 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 hold (he) hereunto set (their) hand(s) and seal(s) this 21st day of September, 1973.

WALTER F. KOSCHE (SEAL) MARLENE S. KOSCHE (SEAL)

State of Illinois, I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that WALTER F. KOSCHE and MARLENE S. KOSCHE, his wife

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 (they) (has) (have) signed, sealed and delivered the said instrument as (their) (his) (her) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

under my hand and notarial seal this 27th day of September, 1973. Notary Public. My Commission Expires August 3, 1974.

PALOS BANK AND TRUST COMPANY, INC. 11020 Eastwood Drive Palos Hills, Illinois City State

TRUST DEPARTMENT TR-1-3 REV. (7-71)

Exempt under provision of Paragraph E, Section 4, Real Estate Transfer Tax Act. DATE: 9/25/73 BUYER/SELLER REPRESENTATIVE: Walter F. Kosche

Document Number 22 496 294

22496294

UNOFFICIAL COPY

SS VAP SOT

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Shirley R. ...

1973 OCT 1 AM 9 52

OCT-1-73 6 9 2 5 2 9 • 22496294 • A --- Rec 5.00

RECORDER IN DEPT.
COOK COUNTY ILLINOIS

SS VAP SOT

5.00

22496294

PALOS BANK AND TRUST COMPANY
12321 South Harlem Avenue
Palos Heights, Illinois 60463



END OF RECORDED DOCUMENT