

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

24455895
1978 MAY 19 04 12 PM
RECORDED IN BOOK
COOK COUNTY ILLINOIS

24455895

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor Alex Tsamis and Andrew Tsamis

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto ALSIP BANK, 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 a certain Trust Agreement, dated the 8th day of May 19 78, and known as Trust Number 1-0448, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 1 in Lombard's Resubdivision being a Resubdivision of parts of Lots 8,9, and 10 in First Addition to Alsip Industrial Highlands being a Subdivision in the East 1/2 of the Southeast 1/4 of Section 27, Township 37 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

This Instrument was prepared by
Gail Kuenster
ALSIP BANK
11900 S. Pulaski
Alsip, Illinois 60658

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes hereinafter 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 do the same parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate, as often as deemed necessary, to grant options to purchase, to sell any items, to convey either with or without consideration to convey said real estate or any part thereof to a successor or successors in trust; and to grant to such successor or successors from all of the title, estate, powers and authorities vested in said Trustee, to donate, 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 terms, and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend such lease 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 real estate, 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 real estate, or any part thereof, and to deal with said real estate and 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 to 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 Titles of said county) 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 in full force and effect, and (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 obligation of its, his or their predecessor in trust.

This conveyance is made upon the express understanding, no condition that neither Alsip Bank, individually or as estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust, nor its successor or successors in trust shall in any way be liable for or subjected to any claim, judgment or decree for anything it or they or its agents or attorneys may do or fail to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or amended or restated or for injury to or property belonging 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 incurred only in the name of the then beneficiaries under said Trust Agreement as their sole and in fact, hereby irrevocably appointed for such purposes, or 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 so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever 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 life 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, the intention hereof being to vest in said Alsip Bank, as Trustee, 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 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 or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust. And the said grantor hereby expressly waives and releases 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 Saforesaid have hereunto set their hand and seal this 9th day of May 19 78
Alex Tsamis [SEAL]
Andrew Tsamis [SEAL]

State of Illinois ss. I, Dawn Butler a Notary Public in and for said County,
County of Cook in the state aforesaid, do hereby certify that



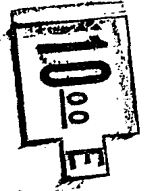
personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Given under my hand and notarial seal this 10th day of May 19 78.
Dawn Butler
Notary Public

Alsip Bank
11900 SO. CRAWFORD CHICAGO, ILLINOIS 60658
389-9400

12340 S. Kedvale
Alsip, Illinois 60658

84556-S-H CO.

This space for affixing Riders and Revenue Stamps
Exempt Under provisions of Paragraph E,
Section 4, Real Estate Transfer Tax Act.
Date: May 9 1978
Gail M. Kuenster
Signature of Buyer - Seller or their Representative



24455895
D. GRANT NUMBER

END OF RECORDED DOCUMENT