

UNOFFICIAL COPY

WARRANTY DEED IN TRUST
COOK COUNTY, ILLINOIS
FILED FOR RECORD

25065235 *25065235

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The above space for recorder's use only

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THIS INDENTURE WITNESSETH, That the Grantor Gloria Anaya, a Spinster

of the County of Cook and State of Illinois for and in consideration of Ten and no/100 Dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto the COMMUNITY BANK of HOMEWOOD-FLOSSMOOR, a corporation of Illinois, whose address is 18600 South Dixie Highway, Homewood, Illinois 60430, as Trustee under the provisions of a trust agreement dated the 12th day of June 1979, known as Trust Number 79097 the following described real estate in the County of Cook and State of Illinois, to-wit:

(See legal description attached)

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 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 vacate any subdivision or part thereof, and to redivide 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, power 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 future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise, a 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 respectively, 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, 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 or 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 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 aforesaid has hereunto set her hand and seal this 22 day of JUNE 1979

(Seal) Gloria Anaya (Seal)
GLORIA ANAYA (Seal)

This instrument prepared by _____

State of Illinois I, Robert D. Gecht a Notary Public in and for said County, in County of COOK SS. the state aforesaid, do hereby certify that Gloria Anaya, a Spinster

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 she signed, sealed and delivered the said instrument as her 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 22 day of June

Robert D. Gecht
Notary Public

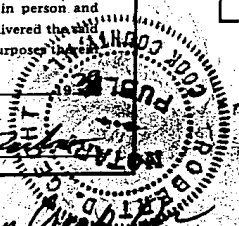


This space for affixing Riders and Revenue Stamps
Exempt under provisions of Paragraph e
Real Estate Transfer Tax Act.
Buyer, Seller or Representative
Date 7/26/79

25065235 Document Number

After recording return to:
COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR
18600 S. Dixie Highway, Homewood, IL 60430
799-2800

18400 Chessa Drive
Homewood
BOX 533



UNOFFICIAL COPY

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LEGAL DESCRIPTION

Property

25065235

Unit 104 as delineated on the Survey of Lot 5 Cherry Creek Subdivision, being a Subdivision of that part of the North West 1/4 of the North East 1/4 of Section 1, Township 35 North, Range 13 East of the Third Principal Meridian, lying Westerly of Governors Highway and Southerly of 183rd Street as dedicated (excepting therefrom the Westerly 155 feet), all in Cook County, Illinois, recorded February 20, 1968, as Document Number 2049912, in Cook County, Illinois, also Lot 1 of Guarantee's Resubdivision of Lots 6 and 7 of said Cherry Creek Subdivision, which Survey is attached as Exhibit A to Declaration of Condominium made by National Boulevard Bank of Chicago, as Trustee under Trust Agreement dated March 1, 1972, and known as Trust Number 4256, recorded November 1, 1974, as Document Number 22896342, together with an undivided $\frac{1}{378}$ interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units thereof as defined and set forth in said Declaration and Survey), all in Cook County, Illinois.

Clerk's Office

END OF RECORD