

26819347

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Howard R. Hoekstra and Starr E. Hoekstra, 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 and Warrant unto River Oaks Bank and Trust Company, an Illinois Banking Corporation, whose address is 93 River Oaks Center, Calumet City, Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 8th day of October, 1983, and known as Trust Number 1904, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 22 of Apple Tree of Country Club Hills, being a Subdivision of part of the Southwest 1/4 of Section 26, Township 36 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded December 29, 1969 as Document #21045222, in Cook County, Illinois

SUBJECT TO COVENANTS and restrictions of record, if any; located private and public utility easements, if any; party wall and party driveway easements and agreements, if any; general real estate taxes which are not now currently payable 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 dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said real estate 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 real estate or any part thereof to any 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 real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the aggregate 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 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 the same, to appoint an agent to sell 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 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 Registrar 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 of said real estate or 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 all amendments thereof, if any, and binding upon all beneficiaries hereunder, (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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither River Oaks Bank and Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, demand or decree for anything in or they or its agents or attorneys may do or omit to do in or about the said real estate or in the provisions of this Deed or said Trust Agreement or any amendment thereof, or for injury to person or property hapening in or about said real estate any and all such liability being hereby expressly waived and released. Any contract, obligation or claim, demand or decree incurred or entered into by the Trustee in connection with said real estate may be enforced by its, his or their named 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 at the time applicable for the payment and discharge thereof), and personal 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 such grantor and every beneficiary hereunder 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 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 real estate 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. Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall become trustee in place of its predecessor without the necessity of any conveyance or transfer. And the said grantor hereby expressly waives and releases, 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 have hereunto set their hand s and seal s this 11th day of October, 1983.

Howard R. Hoekstra (SEAL) x Starr E. Hoekstra (SEAL)  
(SEAL) (SEAL)

State of Illinois )  
County of Cook ) ss. John T. Doody, Jr., a Notary Public in and for said County.

Howard R. Hoekstra and Starr E. Hoekstra, his wife do hereby certify that

This instrument was drafted by John T. Doody, Jr., 17950 Halsted St., Homewood, IL 60430 personally known to me to be the same person s whose name s subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act, for the uses and purposes therein set forth, including the waiver of the right of homestead.

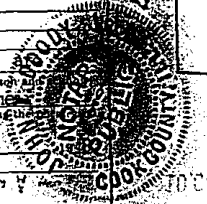
Given under my hand and official seal this 11th day of October, 1983.  
John T. Doody, Jr.  
Notary Commission Expires: 8-15-84

BOX 175  
RIVER OAKS BANK AND TRUST COMPANY  
93 RIVER OAKS CENTER CALUMET CITY, ILLINOIS 60440  
OR  
BOX 175 COOK COUNTY, ILLINOIS

For information only insert property address:  
36 Palashi Rd  
Calumet City

COOK COUNTY  
REAL ESTATE TRANSACTION TAX  
RECEIVED  
23.50  
STATE OF ILLINOIS  
DEPT. OF REVENUE  
26819347  
Document Number

Vertical handwritten text: 10/11/83



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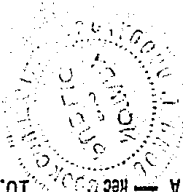
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BOX 175



001-13-83 838861 • 26819347 • A - Rec 10.00

COOK COUNTY

*Handwritten signature*

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