

26 835 443

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor Marcia L. Watts and John R. Phillips, her Husband

of the County of [] and State of [] for and in consideration Dollars, and other good and valuable considerations in hand paid, Convey and warrant unto the DOWNERS GROVE NATIONAL BANK, a national banking association, as Trustee under the provisions of a trust agreement dated the 11th day of October 1983, known as Trust Number 83-101, the following described real estate in the County of Cook and State of Illinois, to-wit: Unit 109 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 5th day of June 1972 as Document Number LR 2,627,084, an undivided 3.9% interest (except the Units delineated and described in said Survey) in and to the following described premises: Lot in in Tomarac in Flossmoor Subdivision, Units No. 1, being a Subdivision of part of the Southeast 1/4 of Section 11, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

The title to the subject property has been registered under "An Act concerning Land Titles", commonly known as the Torrens Act. (3427 Vollmer Road, Flossmoor Illinois)

TO HAVE AND TO HOLD the said premises with the appurtenances to 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 park, 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, 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 present or 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, 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 in respect of the manner of filing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for 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 appertaining 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 hereinbefore 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 are 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 trust, 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 lawfully 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 the trustee or their predecessor in 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 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 S. aforesaid by VE hereunto set their hand S. and seal S. this 20th day of October 1983

Marcia L. Watts (Seal) John R. Phillips (Seal)

State of Illinois } ss. I, Frances C. Frasson a Notary Public in and for said County, in County of DU PAGE the state aforesaid, do hereby certify that Marcia L. Watts and John R. Phillips, her Husband

personally known to me to be the same person S. whose name S. 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 their free and voluntary act for the uses and purposes therein set forth, including the release of the right of homestead. Given under my hand and notarial seal this 20th day of October 1983

Notary Public seal for Frances C. Frasson, Cook County, Illinois

Downers Grove National Bank 1827 Curth Street Downers Grove, Illinois

For information only insert street address of above described property.

Prepared by: Richard L. Ackman, Attorney at Law, One Dearborn Square, Kankakee, Illinois 60901

31-11-405-026-1009 TICOR MT 183656 Doc #

10.00

Exempt under the provisions of Section 4, Paragraph "e" Real Estate Trust Act

Document Number 26 835 443

Mail to Bx 15

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1983 OCT 25 PM 12:49

Sidney R. Olson

RECORDER OF DEEDS

26835443

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT