

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

26935902

(The above space for Recorder's use only)

THIS INDENTURE WITNESSETH, That the Grantors, ANTHONY J. OLIVA and PAULINE M. OLIVA, his wife, as joint tenants, and ANTHONY G. OLIVA, divorced and since remarried to LINDA F. OLIVA, of the County of Cook and State of Illinois for and in consideration of -----TEN and 00/100 (\$10.00)-----Dollars, and other good and valuable considerations in hand paid, Conveys and warrants unto the BEVERLY BANK, an Illinois corporation of Chicago, Illinois, as Trustee under the provisions of a trust agreement dated the 16th day of January, 1984, known as Trust Number 8-7672, the following described real estate in the County of COOK and State of Illinois, to-wit:

Lot 11 in Block 6 in Harold J. McElhinny's First Addition to Southtown, a subdivision of part of the Southeast 1/4 of Section 24, Township 37 North, Range 13, East of the Third Principal Meridian, lying East of Baltimore and Ohio Chicago Terminal Transfer Company, in Cook County, Illinois*

THIS DOCUMENT PREPARED BY
 MATHIAS M. MATTERN
 ATTORNEY AT LAW
 3019 West 111th Street
 Chicago, Illinois 60655

26935902

Grantee's Address: 1357 W. 103RD STREET, CHICAGO, ILLINOIS 60643

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 resubdivide 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 premises 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 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 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 or 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 execution 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 hereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every 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.

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 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 S hereby expressly waive and release 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 and seal S this 16th day of January, 1984.

X Anthony J. Oliva (Seal) (1) Anthony J. Oliva (Seal)
 ANTHONY J. OLIVA ANTHONY G. OLIVA
 X Pauline M. Oliva (Seal) (2) Linda F. Oliva (Seal)
 PAULINE M. OLIVA LINDA F. OLIVA

State of Illinois, JFAN E. MCKEE, a Notary Public in and for said County, in County of Cook ss. ANTHONY J. OLIVA and PAULINE M. OLIVA, his wife, and ANTHONY G. OLIVA, divorced and since remarried to LINDA F. OLIVA,

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 and waiver of the right of homestead.

Given under my hand and notarial seal this 16th day of January, 1984.

Jean E. McKee
 Notary Public

Beverly Bank
 BOX 90
 11636 S. Artesian Avenue
 Chicago, Illinois 60655
 For information only insert street address of above described property.

THIS SPACE FOR AFFIXING RIDERS AND REVENUE STAMPS
 I HEREBY DECLARE THAT THE ATTACHED TRUST AGREEMENT AND TRAFFICATION
 EXEMPT FROM TAXATION UNDER THE CHICAGO CITY CODE AND ORDINANCE
 OF SECTION 2-11-010 OF THE CHICAGO CITY CODE AND ORDINANCE
 BY PARAGRAPH (S) 7/16/84
 I hereby declare that the attached Cook Property Tax Exemption Certificate
 Section 4 of the Real Estate Transfer Tax Act. 1/16/84

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Property of Cook County Clerk's Office

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END OF RECORDED DOCUMENT