

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

27439766

The above space for recorder's use only

166243 - STUART-HOOVER CO., CHICAGO

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THIS INDENTURE WITNESSETH, That the Grantor, Elizabeth L. Diaz

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 S and Warrant S unto River Oaks Bank and Trust Company, an Illinois Banking Corporation, whose address is 1701 River Oaks Drive, Calumet City, Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 30th day of October 19 78, and known as Trust Number 1388, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 15 in Block 4 in Cryer's State Street Addition, a subdivision of Northwest 1/4 of the Northeast 1/4 of Section 12, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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SUBJECT TO

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 create any terms, 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 in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to 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 futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any lease the term of 198 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 fixing the amount of present or future rentals, to purchase 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 easement appurtenant to 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 at the time, 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, 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 expediency of any 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 this claim under any such conveyance, lease or other instrument, (a) that at the time of 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (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 authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument in trust, are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of this 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, judgment or decree for anything it or they or its agents or attorneys may do or omit to do in or about the said real estate or under the contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it, 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 whosoever 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 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 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 a trustee in place of its predecessor, without the necessity of any conveyance or transfer.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of, 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 8th day of February, 19 85.

Elizabeth L. Diaz (SEAL)
Elizabeth L. Diaz (SEAL)

Illinois ss. Robert N. Lipschultz, a Notary Public in and for said County, Cook, in the state aforesaid, do hereby certify that Elizabeth L. Diaz

This instrument was drafted by R.N. Lipschultz 2100 Sibley Blvd. Calumet City, IL 60409

personally known to me to be the same person whose name 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 notary seal this 8th day of February 19 85. Notary Public

Notary Commission Expires: 10/17/85

290 Luella Calumet City, IL 60409

RIVER OAKS BANK & TRUST CO. 1701 RIVER OAKS DRIVE CALUMET CITY, ILLINOIS 60409 BOX 175 (COOK COUNTY ONLY)

For information only insert property address.

CALUMET CITY, ILLINOIS: Exempt under provisions of Section 30-306(D), Ordinance No. 80-17.

Date: 2/8/85

Buyer, Seller or Representative

This space for affixing Riders and Revenue Stamps

EXEMPT UNDER PROVISIONS OF PARAGRAPH "D", SECTION 4, REAL ESTATE TRANSFER ACT.

DATE 2/8/85

Document Number

99468712

END OF RECORDED DOCUMENT