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COOK COUNTY, ILLINOIS

WARRANTY DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, RICHARD S. ROSS and DIANE L. ROSS, his wife,

11.00

of the County of Cook and State of Illinois for and in consideration of the sum of TEN Dollars (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto MATTESON-RICHTON BANK, a corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 11th day of February 19 85, and known as Trust Number 74-1472, the following described real estate in the County of Cook and State of Illinois, to-wit: Lot 35 in Butterfield Creek Subdivision Unit No. 2 being a Subdivision of the West Half of the South West 1/4 of Section 23, Township 35 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded May 15, 1956 as Document No. 16580163 in Cook County, Illinois.

PROPERTY OF COOK COUNTY

This Document Prepared by: Richard L. Lucas, Attorney at Law, 600 Holiday Suite 330, Matteson, Illinois

SUBJECT TO 31-23-322-008

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 resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey with or without consideration, to convey said real estate or any part thereof to any 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 lease to commence in present or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time not to exceed the term of the lease, and to execute and deliver any deed, lease, mortgage, or other instrument necessary or expedient in the execution of any act of said Trustee, or to 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 Deeds of said county) 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 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 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 Columbia National Bank of Chicago, 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 or their agents or former may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property, or for the loss of or about said real estate, and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, at the election of the Trustee, 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 who have and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed. The interests 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, the intention hereof being to vest in said Columbia National Bank of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described. 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 amended, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the real estate is in accordance with the true intent and meaning of the trust. 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 homestead from sale on execution or otherwise.

TS1324 282

EXEMPT FROM TAX ACT

03/19/85 Shaw & Buckler

In Witness Whereof, the grantor s aforesaid have hereunto set their hands and seals this 11th day of February 19 85.

Richard S. Ross [SEAL] Diane L. Ross [SEAL]

State of Illinois ss. I, the undersigned, a Notary Public in and for said County, in County of Cook do hereby certify that RICHARD S. ROSS and DIANE L. ROSS, his wife,

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they executed, 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 11th day of February 19 85.

Return to: Matteson-Richton Bank, Route 30 and Kostner Avenue, Matteson, IL 60443, ATTN: Trust Dept.

3819 - 213th Street, Matteson, IL 60443

TR3 REORDER FROM ILLIANA FINANCIAL, INC.

Box 15

END OF RECORDED DOCUMENT

27 474 531