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WARRANTY DEED IN TRUST

27266358

102843 - STUART-HOOVER CO., CHICAGO

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors, WILLIAM F. SUSTR and JOYCE L. SUSTR, 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 1701 River Oaks Drive, Calumet City, Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 11th day of August, 1984, and known as Trust Number 1999, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 659 in Northgate Unit 5, being a subdivision in the North 1/2 of the North West 1/4 of Section 16, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.



SUBJECT TO 1984 and subsequent year's real estate taxes, ordinances, covenants, conditions and restrictions

TO HAVE AND TO HOLD said real estate with the appurtenances, upon the trusts, and for the uses and purposes hereof, 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 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 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 case of any single demise the term of 191 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 respectively in 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, about or encumbrance 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 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 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 conveyance is made to a successor or successors in trust, that such successor or successors in trust, been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of said Trustee, 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 sale of 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 happening in or about said real estate any 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, 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 whatsoever 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, 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 encumbered, the Restriction of Title 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 be deemed to be in place of its predecessor, without the necessity of any conveyance or transfer. And the said grantors hereby expressly waive, and release, 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 grantors aforesaid have hereunto set their hands and seal on this 11th day of August, 1984.

William F. Sustr (SEAL) Joyce L. Sustr (SEAL) WILLIAM F. SUSTR (SEAL) JOYCE L. SUSTR (SEAL)

State of Illinois, I, the undersigned, a Notary Public in and for said County. County of Cook, ss. in the state aforesaid, do hereby certify that, William F. Sustr and Joyce L. Sustr, his wife

personally known to me to be the same person, whose name is, are subscribed to the foregoing instruments, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their Attorney at Law and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

86 W. NORTHWEST HWY. MT. PROSPECT, ILLINOIS Clearbrook 9-3222 Notary Public Notary Commission Expires: 1-28-86

RIVER OAKS BANK & TRUST CO. 1701 RIVER OAKS DRIVE CALUMET CITY, ILLINOIS 60409 BOX 176 (COOK COUNTY ONLY)

For information only insert property address.

COOK COUNTY REAL ESTATE TRANSFER TAX REVENUE \$ 65.75

EXEMPT UNDER PROVISIONS OF PARAGRAPH 16.1, SECTION 10-1. REAL ESTATE TRANSFER ACT. DATE

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CHICAGO, ILLINOIS  
WINDYBROOK SQUARE  
100 W. MONROE ST. 11TH FL.  
CHICAGO, IL 60601

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Property of Cook County Clerk's Office

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