

# UNOFFICIAL COPY

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## WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors, MARIA BEDNARA, divorced and not since remarried, and ADAM BEDNARA, divorced and not since remarried, both 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, Convey and warrant unto the WESTERN NATIONAL BANK OF CICERO, a National Banking Association, as Trustee under the provisions of a trust agreement dated the 3rd day of June 1985, known as Trust Number 9520, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 13 (except the West 7.67 feet thereof) and the West 13.67 feet of Lot 12, as measured along the South line thereof, in Block 2 in Dolese and others' subdivision of Block 34 in Hawthorne Subdivision of the Southeast 1/4 of Section 28, and the North 1/2 of the Northeast 1/4 of Section 33, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Index No. 16-33-217-027 *MC*

TO HAVE AND TO HOLD the said premises with the appurtenances thereon to the trustee and for the uses and purposes herein set in said trust agreement set forth.

Full power and authority is hereby granted to said trustee in support, defense, 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 reallocate said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, 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 lease to commence in the present or 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 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 to cause to purchase the whole or any part of the premises and to contract respecting the manner of fixing the amount of present or future rentals, to purchase 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 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 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 any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged in any way to the applicant 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 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 some amendment thereto, and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) that a conveyance or assignment in trust, that such conveyance or assignment in trust has been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessors 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, profits 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, profits 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 in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of simi. import, in accordance with the statute in such case made and provided.

And the said grantor(s) hereby expressly waive(s) and release(s) 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) above named hereunto set their hands and seal(s) this 18th day of June, 1985.

*Maria Bednara* (Seal) *Adam Bednara* (Seal)  
MARIA BEDNARA ADAM BEDNARA

THIS INSTRUMENT WAS PREPARED BY  
ARTHUR C. ROBINSON, ATTORNEY  
5837 W. 35th ST.  
CICERO, ILLINOIS 60650

State of Illinois )  
County of Cook ) SS  
I, PHYLLIS A. JACHINOWSKI, a Notary Public in and for said County, in the state aforesaid, do hereby certify that MARIA BEDNARA, divorced and not since remarried, and ADAM BEDNARA, divorced and not since remarried,

personally known to me to be the same person(s) whose name(s) JFC 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 18th day of June, 1985.

*Phyllis A. Jachimowski*  
Notary Public

GRANTEE'S ADDRESS:  
Western National Bank of Cicero  
4901 West Cermak Road, Cicero, Illinois 60650  
Cook County Recorders Box **99**  
4016 W. 33rd St., Cicero, IL 60650  
For information only insert street address of above described property.

EXEMPT BY TOWN ORDINANCE TOWN OF CICERO BY *Phyllis A. Jachimowski* 6/18/85

This space for affixing Illinois and Revenue Stamps  
This deed represents a transaction exempt from State & County Tax under the provisions of paragraph "e" Section 4 of the Real Estate Transfer Tax Act.  
*Phyllis A. Jachimowski*

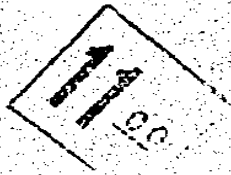
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MAIL TO: ARTHUR C. ROBINSON  
ATTORNEY AT LAW  
5837 WEST 35TH STREET  
CHICAGO, ILLINOIS 60650

Property of Cook County Clerk's Office

DEPT-01 RECORDING . . . \$11.00  
#1111 TRAN 5317 07/09/65 09:21:00  
#2732 # A \*85-091499



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Box 99

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