UNOFFICIAL COPY

WARRANTY DEED IN TRUST

85 163 902

THIS INDENTURE WITNESSETH, That the Grantor Frank J. Kainrath and Joan M. Kainrath (his wife)

of the County of Cook and State of Illinois for and in consideration of the sum of Ten and 00/100---------- Dollars ($ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto State Bank of Countryside a banking 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 24th day of May, 1985, and known as Trust Number 094, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 104 in Fredrick H. Bartlett's 87th Street Homesteads, a Subdivision of the West 1/2 of the Southeast 1/4 of Section 32, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

19-32-418-018-0000

1100

Property of Cook County Clerk's Office

1985 MAY 27 AM 11:55 85163902

SUBJECT TO: Easements, conditions, covenants and restrictions of record if any and real estate taxes for 1985 and subsequent years

TO HAVE AND TO HOLD the said real estate with the appurtenances upon the trust 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 either with or without consideration, to convey and real estate or any part thereof to a successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, 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 praesenti 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 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 partition or 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 every other way 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 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 inquire into the terms of the trust hereby created, or be privileged to inquire into the validity, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any 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 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 Trustee 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 and duties, 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 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 entire beneficial interest being to vest in said State Bank of Countryside the entirety of such title in fee simple, and in 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 provided, and said Trust shall not be registered to produce the said Agreement or a copy thereof to or with the Registrar of Titles, or to have it noted on any transfer or certificate of title issued upon the registered land, or in any manner interfere with the operation of the system.

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 homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 24th day of May, 85.

X Frank J. Kainrath (SEAL)

X Joan M. Kainrath (SEAL)

State of Illinois, County of Cook } SS.

I, Barbara J. Strickland, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Frank J. Kainrath and Joan M. Kainrath personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 24th day of May, 1985.

Notary Public

Prepared By and Mail To: STATE BANK OF COUNTRYSIDE, 6734 Joliet Road, Countryside, Illinois 60525, (312) 485-3100, M. Brocken

8429 S. Maynard, Burbank, Illinois

Prompt under provisions of Paragraph 4, Section 4, Real Estate Transfer Tax Act.

Date

Agent, Seller or Representative

This space for affixing Riders and Revenue Stamps

Document Number 85 163 902