

UNOFFICIAL COPY

WARRANTY

QUIXOLAH DEED IN TRUST

S 85171 1195

The above space for recorder use only

THIS INDENTURE WITNESSETH, That the Grantor, HENRY NATHANIEL, divorced and not since remarried.

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 ~~5~~ and ~~100~~ unto River Oaks Bank and Trust Company, an Illinois Banking Corporation, whose address is 93 River Oaks Center, Calumet City, Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 26th day of August, 1985, and known as Trust Number 2098, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 2 in W. A. Harris Resubdivision of Lots 1 to 4 in Block 3 in Osburn's Subdivision of the Northwest 1/4 of Section 33, Township 38 North, Range 14 Eeast of the Third Principal Meridian, according to the plat thereof recorded November 30, 1909 as document 4476404, in Cook County, Illinois

THIS INSTRUMENT WAS PREPARED BY:
 Thomas S. Eisner
 16233 South Halsted Street
 Harvey IL 60426

SUBJECT TO permanent index number 20-33-108-021

11 00

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.

For power and authority he has granted to said Trustee to improve, manage, protect and vindicate said real estate or any part thereof, to do all acts, parks, streets, highways or alleys and to create 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 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 or otherwise, or pre-arranged or future, and upon any term and for any period or periods of time, and to do all acts in connection therewith, and to make all arrangements for the same, and for any period or for any period or periods of time, and to cancel, 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 increase the whole or any part of the reversion and to contract to vary 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 or about or easement agreement to said real estate or any part thereof, or to any person having the same to deal with it, 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 as a lessor 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 of money borrowed or advanced on said real estate, or be obliged to see that the terms of this instrument have been complied with, or to collect any rent therefrom, or to ascertain the value of any part of said real estate, or be obliged to see to the payment 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 dealing with the declarant of titles of said lands being upon or claiming under any such conveyance, lease or other instrument, as 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, so that such an owner 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, if any, thereto, and binding upon the parties thereto, and in its ordinary course of business, and that the said Trustee, or any successor in trust, or any individual or corporation ever succeeded to said deed, lease, mortgage or other instrument, and that the same arrangement is made to a successor or successor in trust, that such successor or successors in trust have been properly apprised and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the said or their predecessors 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 subject to any claim, judgment or decree for anything it or they or its agents or attorney may do or omit to do in or about the said real estate or under the provisions of this Trust Agreement, or any amendment thereto, or for money or property, happening to or affecting said real estate, and such liability, being held by the said Trustee, or any successor in trust, or any individual or corporation ever succeeded to said deed, lease, mortgage or other instrument, and that the said Trustee, or any successor in trust, or any individual or corporation 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 whomever and whereever 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, holder and under this Trust Agreement and all persons claiming under them or any interest in or under them, shall be personal property and shall not be included in the other assets of the said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any joint, undivided, equal or equitable, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds thereof, as are real.

If the title to any of the above real estate is now or here after registered, The Registrar of Titles is hereby directed not to register or more 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.

An corporate successor to the Trustee or any corporate trustee named herein or acting hereunder shall become trustee in place of the present, without the necessity of any conveyance or transfer.

And the said grantor, hereby expressly waives and releases, \$100 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, if on sale on execution or otherwise.

In Witness Whereof, the grantor, Henry Nathaniel, hereto set his hand and seal this 27th day of August, 1985.

Henry Nathaniel
HENRY NATHANIEL

(SEAL)

(SEAL)

(SEAL)

State of Illinois, ss. I, Doreen M. Baird, a Notary Public in and for said County, County of Cook, do hereby certify that Henry Nathaniel, divorced and not since remarried,

This instrument was drafted by Henry Nathaniel, personally known to me to be the same person whose name is Henry Nathaniel, who signed, sealed and delivered the said instrument as his 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 seal this 27th day of August, 1985.

Notary Public

RIVER OAKS BANK AND TRUST COMPANY

93 RIVER OAKS CENTER, CALUMET CITY, ILL. 60409

3030 South Emerald
Chicago, Illinois

For information only insert property address.

MAIL TO -
RIVER OAKS BANK AND TRUST COMPANY
93 RIVER OAKS CENTER, CALUMET CITY, ILL. 60409
COUNTY OF COOK, ILLINOIS

96374 S-H Co.

STATE OF ILLINOIS
REAL ESTATE TRANSACTION TAX

2-6-8-18

This space for affixing Index and Revenue Stamps.
EXCEPT UNDER PROVISIONS OF PARAGRAPH ONE, SECTION 1.
REAL ESTATE TRANSFER TAX
DATE

861 111 58

UNOFFICIAL COPY

Property of Cook County Clerk's Office

SUPERIOR
FACSIMILE
SYSTEM

006 SEP -3 AM 11:03

85171193