

UNOFFICIAL COPY

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WARRANTY DEED IN TRUST

86448819

STUART-HOOVER CO., CHICAGO

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, St. Paul Federal Bank For Savings of the County of Cook and State of Illinois, for and in consideration of the sum of Ten & 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey 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 22nd day of June, 1986, and known as Trust Number 2184, the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

This Document is being re-recorded due to an error in the Trust Number.

SUBJECT TO

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, 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 demise, 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 and terminate 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 and to amend the same or modify leases and the terms and provisions thereof at any time in 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 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 concerning appurtenances 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 purposes 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 conclusively 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 have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of said Trustee, his 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 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 it, 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, 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.

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 words of similar import, in accordance with the statute in such cases made and provided.

Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or transfer.

And the said grantor 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 the husband from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set hand and seal this day of 19

(SEAL) (SEAL)

State of ss. I, a Notary Public in and for said County, County of in the state aforesaid, do hereby certify that

This instrument was drafted by personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as 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 day of 19

Notary Public

RIVER OAKS BANK AND TRUST COMPANY 93 RIVER OAKS CENTER CALUMET CITY, ILL. 60407 OR BOX 176 (COOK COUNTY ONLY)

For information only insert property address.

86448819  
86553025  
Document Number  
DATE  
This space for affixing Riders and Revenue Stamps  
BANK'S OTHER PROVISIONS OF PARAGRAPH 7, SECTION 4, REAL ESTATE TRANSFER ACT.  
By: State of Representative

51094722

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Executive

MADE IN U.S.A. 17001101

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THIS DOCUMENT IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE  
THIS DOCUMENT IS BEING REPRODUCED IN ORDER TO  
THE BEST COPY AVAILABLE

Property of Cook County Clerk's Office  
BOX 175

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12 00

86 448819

Property of Cook County Clerk

DEPT. OF RECORDING  
TRAN 0088 10/01/86 12:42:00  
INDEX # 10 \* 86-448819  
COOK COUNTY RECORDER

PIN# 25-17-323-013, Volume 461.K

Legal Description:  
Lot 127 in E.A. Cummings Addition to Morgan Park in the Southwest 1/4 of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.  
Subject to: covenants and restrictions (including building lines) of record, if any; located private and public utility easements, if any; party wall and party driveway easements and agreements, if any; general real estate taxes which are not currently payable; special assessments for improvements not yet completed and proceeding pending in the Circuit Court of Cook County in Case No. 85 MI 404350.

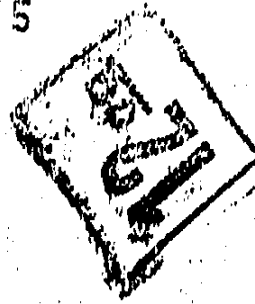
RIDER TO THE DEED DATED SEPTEMBER 24, 1986 BETWEEN ST. PAUL FEDERAL BANK FOR SAVINGS AND RIVER OAKS BANK AND TRUST COMPANY UNDER TRUST AGREEMENT # 2814 DATED 6-22-86

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This instrument was prepared by: James P. King, 6700 W. North Avenue, Chicago, Illinois 60635

Notary Public

*James P. King*

Commission Expires: 12/2/88

COOK COUNTY RECORDER

DEPT-91 RECORDING \$12.00  
#1620 # 4 3-86-55-0225  
143323 TRAM 4047 11/20/86 42.00

86448819

Notary Seal  
Given under my hand and official seal, this 24th day of September, 1986.

State of Illinois, County of Cook, ss. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that James P. King, personally known to me to be the Vice President of St. Paul Federal Bank for Savings, f/k/a St. Paul Federal Savings and Loan Association of Chicago and Patrick J. Agnew personally known to me to be the Secretary of said corporation, and 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 severally acknowledged that as such Vice President and Secretary they signed and delivered the said instrument as Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

86553025

Patrick J. Agnew, Secretary  
James P. King, Vice/President

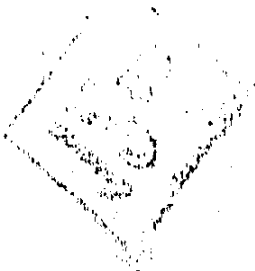
Corporate Seal

St. Paul Federal Bank for Savings  
f/k/a St. Paul Federal Savings and Loan  
Association of Chicago

In Witness Whereof, said grantor has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its Vice President and attested by its Secretary this 24th day of September 1986.

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COPIES OF THIS COPY OF THIS DOCUMENT ARE AVAILABLE TO THE PUBLIC AT THE FOLLOWING OFFICES:

1. THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY, 100 N. LAUREL STREET, CHICAGO, ILLINOIS 60602.  
2. THE CLERK OF THE COUNTY BOARD OF COOK COUNTY, 100 N. LAUREL STREET, CHICAGO, ILLINOIS 60602.  
3. THE CLERK OF THE BOARD OF SUPERVISORS OF COOK COUNTY, 100 N. LAUREL STREET, CHICAGO, ILLINOIS 60602.

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