

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

86564146

The above space for recorder's use only

This Indenture Witnesseth, That the Grantor DAVID T. HART and DARCY J. CHAMBERLIN, his wife,

of the County Cook and the State of Illinois for and in consideration of TEN and NO/100 (\$10.00) Dollars,

and other good and valuable consideration in hand paid, Convey and Warrant unto LYONS SAVINGS & LOAN ASSOCIATION, an Illinois Corporation, 450 West 55th Street, Countryside, Illinois 60525 its successor or successors as Trustee under the provisions of a trust agreement dated the 26th day of September 1986 known as Trust Number 1053, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 84 in South Ridgeland Depot Subdivision, being a Subdivision of the North East 1/4 of Lot 6 (except right of way of Chicago and Great Western Railroad Company) in the Subdivision of Section 18 (except the West 1/2 of the South West 1/4) in Township 39, Range 13 East of the Third Principal Meridian, in Cook County, Illinois HCO

Permanent Real Estate Index No 10-13-412-024 Common Address 1040 Gunderson, Oak Park, IL

TO HAVE AND TO HOLD the same premises with the appurtenances, upon the trusts and for 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said property 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 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 leases to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise 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 options to purchase the whole or any part of the reversion and to contract respecting the manner of paying the amount of present or future rentals, to partition 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 said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of the 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 presumed 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 thereof 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) 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 its, his 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 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, avails 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 similar import, in accordance with the statute in such cases made and provided.

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 this 26 day of September 1986. DAVID T. HART (SEAL) DARCY J. CHAMBERLIN (SEAL)

\*MAIL FAX BILL TO: DAVID T. HART, 1040 Gunderson, Oak Park, IL 60304

State of Illinois ss. I, Marc H. Weinstein, a Notary Public in and for said County, the state aforesaid, do hereby certify that DAVID T. HART and DARCY J. CHAMBERLIN, his wife,

personally known to me to be the same person whose name is 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 set forth, including the release and waiver of the right of heretofore.

Given under my hand and notary seal this 26 day of September 1986. Marc H. Weinstein Notary Public

Return to:

Lyons Savings & Loan logo and address information: Countryside Office, Lyons Office, Riverside Office, Historic Iron Depot, Sandwich Office, 2001 Church St.

This instrument was prepared by:

DARCY J. CHAMBERLIN 7222 West Cermak Road, Suite 715 North Riverside, IL 60546

This space for affixing notary seal and revenue stamp

EXEMPTION APPROVED

Signature: Chamberlin

86564146

UNOFFICIAL COPY

**Warranty in Trust**

WARRANTY DEED

ADDRESS OF PROPERTY

TO

**Lyons Savings & Loan**

and 1/2 one year, 300, and 400 money  
 Lyons Office  
 4201 North Avenue - 402-6400  
 Lyons Office  
 4201 North Avenue - 705-7272  
 Lyons Office  
 4201 North Avenue - 705-7272  
 Lyons Office  
 4201 North Avenue - 705-7272  
 Lyons Office  
 4201 North Avenue - 705-7272  
 Lyons Office  
 4201 North Avenue - 705-7272

Form 82-746, Bluebonnet, Inc.

Property of Cook County Clerk's Office

86 564446

11/25/86  
 EXEMPT UNDER REAL ESTATE TRANSFER TAX ACT SEC. 4  
 PAR. 1 & COOK COUNTY ORD. 85104 PAR. 1

DEPT-01 RECORDING 11/26/86 11:54:00  
 1W3333 TRAM 5700  
 COOK COUNTY RECORDER 86 564446

Handwritten notes:  
 M and to:  
 Darcy J. C. M. B. B. B. B. B.  
 11/25/86  
 11/25/86  
 11/25/86  
 11/25/86

Stamp: MAIL TO...