

UNOFFICIAL COPY

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WARRANTY DEED IN TRUST

1988-1 STUART-HOOPER CO., CHICAGO

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors, WILLIS YARBROUGH, divorced and not since remarried, and EDWARD YARBROUGH, 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, Conveys and Warrants unto River Oaks Bank and Trust Company, an Illinois Banking Corporation, whose address is 1701 River Oaks Drive, Calumet City, Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 7th day of May 1987, and known as Trust Number 2231, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 21 in Resubdivision of Lots 1 to 37 inclusive in Block 2 in Resubdivision of Blocks 4 and 11 in Vincennes Road Addition, being a Subdivision of the West 1/2 of the Southeast 1/4 of Section 19 and that part lying East of the dummy tracks of the East 1/2 of the Southwest 1/4 of Section 19, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

permanent index number: 25-19-401-048 *RFO*

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 delineate parks, streets, highways or drives, and to create any subdivision or part thereof, and to re-subdivide said real estate as often as desired, to contract to sell or 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, estates, rights 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 to commence in ten years or more, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease, 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 and times hereafter, to contract to make leases and to grant options to lease or options to renew leases and options to purchase the whole or any part of the real estate and powers and rights of the master lessor from the commencement of present or future leases to part or all of the 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 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 parts dealing with said leases, or any other part of this trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, held or mortgaged by said Trustee, or any successor in trust, be obliged to set or the application of any particular manner, rent or taxes, 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 conclusive evidence in favor of every person, including the Registrar of Titles of Cook County, relying upon the claiming under any such conveyance, lease or other instrument that the title of the deliveror thereof was good, and that the instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture, and in said Trust Agreement, or in all amendments thereto, 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, debts, and obligations, if any, 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 persons 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, Trustee of an express trust, and individualized, and the same shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness, except only so far as the trust money and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof. All persons and corporations whomever and whenever 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, accads and proceeds arising from the sale of 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, accads and proceeds thereof as aforesaid.

If the title to any of the above real estate is lost or thereafter 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.

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

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 sealed this 24th day of August 1987.

Willis Yarbrough *Edward Yarbrough*
WILLIS YARBROUGH EDWARD YARBROUGH
SEAL SEAL

State of Illinois, I, a Notary Public in and for said County, in the state aforesaid, do hereby certify that WILLIS YARBROUGH, divorced and not since remarried, and EDWARD YARBROUGH, divorced and not since remarried,

This instrument was drafted by Thomas S. Eisner 930 W. 175th St. Homewood, IL 60430 personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and I do declare that they signed, sealed and delivered the said instrument as free and voluntary acts 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 24th day of August 1987.

Notary Commission Expires 11/13/11 1995

For information only insert property address.

RIVER OAKS BANK & TRUST CO.
1701 RIVER OAKS DRIVE
CALUMET CITY, ILLINOIS 60409
BOX 175 (COOK COUNTY ONLY)

11624 South Church

Chicago, Illinois

This space for affixing Riders and Revenue Stamp

EXEMPT UNDER PROVISIONS OF PARAGRAPH "C" SECTION 4.
REAL ESTATE TRANSFER ACT.

DATE 8-29-87

Buyer, Seller or Representative

Document Number

28608628

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DEPT-01 RECORDING \$12.2
T#1111 TRAN 9732 09/01/87 12:00:00
#2065# A *-87-480987
COOK COUNTY RECORDER



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RECEIVED
RECORDED
K.S.C.L. ON 08/01/87
THURSDAY'S FILE IS INDEXED
MAIL