

# UNOFFICIAL COPY

87657894

WARRANTY-DEED IN TRUST

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

11/11/87  
Date  
Buyer, Seller or Representative

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Anthony J. Izzo, and Kerry M. Izzo, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/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 FORD CITY BANK AND TRUST CO., 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 9th day of November, 19 87, and known as Trust Number 4797, the following described real estate in the County of Cook and State of Illinois, to wit:

LOTS 8 AND 9 IN RUST SUBDIVISION IN THAT PART OF LOT 3 IN ESTATE OF GEORGE BEEBE, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1964 AS DOCUMENT 19219716, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index No. 18-33-309-016-0000 and 18-33-309-017-0000

SUBJECT TO: (a) Covenants, conditions and restrictions of record; (b) Public and utility easements and roads and highways; (c) General taxes for 1987 and subsequent years.

DEPT-31 RECORDING \$12.25  
#2222 TRAM 572: 12/11/87 10:15:00

This instrument prepared by 657894  
COOK COUNTY RECORDER

THOMAS PETKUS  
ATTORNEY AT LAW  
1038 N. LA SALLE DR.  
CHICAGO, IL 60610

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances to 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 or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as then is shown, in contact to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to lease and to subdivide 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, to pledge or otherwise to encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, for any term of time, in possession or reversion, by leases to commence in present or in 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, 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 lease term and to contract respecting the manner of paying 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 changes of any kind, to release, convey or assign any right, title or interest in or about or easement, right or interest in 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 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 to be received or advanced on said real estate, or be obliged to see that 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 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 are 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 and in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (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 its, his or their predecessor in trust.

This conveyance is made up in the express understanding and condition that neither Ford City Bank and Trust Co., 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 done or by its or their agents or attorneys (may there omit to claim 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, on, 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 in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or in the election of the Trustee, in its or his 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 companies who assume or 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, as well as 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 or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, as well as proceeds thereof as aforesaid, the intention being as set out in said Ford City Bank and Trust Co. the entire legal and equitable title in fee simple, in and to 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 Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 have hereunto set their hands and seals this 11th day of November, 19 87.  
Kerry M. Izzo (SEAL) Anthony J. Izzo (SEAL)

State of Illinois }  
County of Cook } ss. I, Thomas Petkus, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Anthony J. Izzo and Kerry M. Izzo, his wife,

" OFFICIAL SEAL "  
THOMAS PETKUS  
NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS  
EXPIRES 03/15/91

personally known to me to be the same person s 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 therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this 11th day of November, 19 87.

Thomas Petkus  
Notary Public

GRANTEE

MAIL TO:

THOMAS PETKUS  
ATTORNEY AT LAW  
1038 N. LA SALLE DR.  
CHICAGO, IL 60610

8550 Archer Avenue  
Chicago, IL

For information only insert street address of above described property

FC 12-6

AS USED IN THIS DOCUMENT  
PROPERTY OF COOK COUNTY RECORDER

This space for affixing Riders and Revenue Stamps

87657894

-87-657894

Document Number

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Property of Cook County Clerk's Office

CLERK OF COURT  
COOK COUNTY  
JAN 1 1998