

87001377

WARRANTY DEED IN TRUST

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, That the Grantor(s), CARROLL V. OBIALA as Trustee, u/t dated October 10, 1985, known as Carroll V. Obiala self declaration of the County of Cook and State of Illinois, for and in consideration of the sum of TEN & NO/100 Dollars (\$10.00) In hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey(s) and Warranty unto PALOS BANK AND TRUST COMPANY, 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 certain Trust Agreement, dated the 21st day of December 1986, and known as Trust Number 1-2457, the following described real estate in the County of Cook and State of Illinois to-wit:

11.00

(See Legal Description Rider attached hereto)

This conveyance is made in pursuance of the power and authority vested in grantor as said Trustee and of every power and authority the grantor hereunto enabling, does hereby convey and warrant unto grantee in fee simple, the aforesaid real estate.

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 as any part thereof, to dedicate parks, streets, highways and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, lease or otherwise dispose of, 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, in lease said real estate, or any part thereof, from time to 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 demise the term of 190 years, and to renew or extend such leases upon any terms and for any period or periods of time and to amend, change or modify leases and 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 fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for any real or personal property, to get grant assignments or changes of any kind, to release, convey or assign any right, title or interest in or about or connected with said real estate or any part thereof, with said real estate and appurtenances thereon 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 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 conclusive evidence in favor of every person (including the Registrar of Titles of said County) relying upon or taking under any such conveyance lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and 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 any such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance in made to a successor 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, trusts and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither the said Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject in any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury in 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 the name of the then beneficiaries under said Trust Agreement or their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its or his or her 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 whatsoever 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 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, the intention hereof being to vest in said Bank the entire legal and equitable title in fee simple, in and in 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(s) hereby expressly waive(s) and release(s) 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(s) aforesaid ha(s) (he) hereunto set (his) (her) (their) hand(s) and seal(s) this 21st day of December, 1986. Carroll V. Obiala (SEAL) as Trustee as aforesaid (SEAL)

I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do hereby certify that Carroll V. Obiala, as Trustee

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (HE) (SHE) (THEY) signed, sealed and delivered the said instrument as (HE) (HER) (THEY) 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 21st day of December, 1986.

(SEAL)

Notary Public

MAIL TO: Grantee's Address:

PALOS BANK AND TRUST COMPANY

TRUST DEPARTMENT

For information only insert street address of above described property.

13261 Oak Ridge Trail, Apt. 1 A

Palos Heights, Illinois 60463

Permanent Tax Number 23-36-303-101-1221

223187

Section 4, 87001377

Document Number

PALOS BANK AND TRUST COMPANY

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court at Chicago, Illinois, this 1st day of January, 1987.

(This document is subject to the provisions of the Illinois Uniform Gifts to Minors Act.)

Property of Cook County Clerk's Office

COOK COUNTY ILLINOIS
FILED FOR RECORD

87001377

1987 JAN -2 AM 11:45

COOK COUNTY CLERK'S OFFICE

CHIEF CLERK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court at Chicago, Illinois, this 1st day of January, 1987.

COOK COUNTY CLERK'S OFFICE

CHIEF CLERK

87-30-303-101-1581

UNOFFICIAL COPY

LEGAL DESCRIPTION RIDER

07001377

PARCEL I:

Unit No. 33261-1-A in Oak Hills Condominium I, as delineated on Survey of certain Lots or parts thereof in Burnside's Oak Hills Country Club Village Subdivision in the Southwest 1/4 of Section 36, Township 37 North, Range 12 East of the Third Principal Meridian, which Survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by Burnside Construction Company, an Illinois Corporation, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document Number 23,684,699; together with a percentage of the common elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with amended Declarations, as same are filed of record pursuant to said Declaration, and together with additional common elements as such amended Declarations are filed of record, in the percentage set forth in such amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such amended Declaration as though conveyed hereby.

ALSO

PARCEL II:

Easements appurtenant to and for the benefit of Parcel I, as set forth in the Declaration of Easements made by Burnside Construction Company, a Corporation of Illinois, dated October 1, 1976 and recorded October 25, 1976 as Document Number 23,684,698 and created by Mortgage from Will Gierach and Dorothy A. Gierach, his wife, to Oak Lawn Trust and Savings Bank, Corporation of Illinois, dated October 21, 1977 and recorded October 24, 1977 as Document Number 24,161,107 and created by Deed from Burnside Construction Company, Corporation of Illinois, to Will Gierach and Dorothy A. Gierach, his wife, dated October 21, 1977 and recorded November 1, 1977 as Document 24,174,085, for ingress and egress, all in Cook County, Illinois.

Permanent Tax Number: 23-36-303-101-1221

Volume: 152

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