

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

This Instrument Prepared By: James W. Wolfenson 11500 South Maryland Avenue Palos Heights, Illinois 60463

87013144

S1124645 AC

THIS INDENTURE WITNESSETH, That the Grantor, JOAN W. REED, n/k/a JOAN W. SAZMA, married to JOHN SAZMA, 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 MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 9th day of December 1986, and known as Trust Number 86-12-5134, the following described real estate in the County of Cook and State of Illinois, to-wit:

The South 804.80 feet (except the East 442.20 feet thereof, as measured on the East and West lines) of the West 1/2 of the Northeast 1/4 of Section 24, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax No. 22-24-200-000-013

W 1/2, NE 1/4

SUBJECT TO Covenants, restrictions and easements of record, and general taxes for 1986.

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 or alleys and to do any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell or to lease, 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 said successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to distribute, divide, mortgage, lease or otherwise encumber said real estate, or any part thereof, to lease said real estate or any part thereof from time to time, to execute, or to execute by deed, any lease 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, 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 to permit the payment of leaving 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 connected with 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 stated, 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 such trustee, mortgagee, leasee 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, but 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Midwest Bank and Trust Company, individually or as Trustee, nor its successors or successors in trust shall incur any personal liability or be subject to 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 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 the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee 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 its 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 The Midwest Bank and Trust Company 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 S aforesaid has hereunto set their hand S and seal S this 15th day of December 19 86

Joan W. Sazma (SEAL)
John F. Sazma (SEAL)

State of ILLINOIS } ss. JAMES W. WOLFENSON a Notary Public in and for said County, in County of COOK } the State aforesaid, do hereby certify that JOAN W. REED, n/k/a JOAN W. SAZMA, married to JOHN SAZMA

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 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 notarial seal this 15th day of December 19 86

James W. Wolfenson Notary Public

Midwest Bank and Trust Company Elmwood Park, Illinois

For information only insert street address of above described property.

Box 97

87013144

This cover for mailing State of Illinois

STATE OF ILLINOIS

Deceased Number

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$12.00
18444 TRAN 0126 01/06/07 12:57:00
#2935 # D *--*--* 1 5 1 4 4
COOK COUNTY RECORDER

87013144

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STATE OF ILLINOIS

ss.

DATE: December 15, 1986

County of Cook

John Sazma
Joan Sazma, hereinafter referred to as the affiant deposes and states that the affiant resides at _____ in the City of _____

That the affiant is ~~the attorney for/office of~~ the grantor in the deed/lease dated December 15, 1986, hereto attached;

That the instrument aforesaid is exempt from the provisions of "An Act to revise the law in relation to plats," approved March 21, 1874, as amended, for the following reason:
(Strike those that do not apply.)

1. This is a division or subdivision of land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
2. This is a division of lots or blocks of less than one acre in a recorded subdivision which does not involve any new streets or easements of access.
3. This is a sale/exchange of parcels of land between owners of adjoining and contiguous land.
4. This is a conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities which does not involve any new streets or easements of access.
5. This is a conveyance of land owned by a railroad/public utility which does not involve any new streets or easements of access.
6. This is a conveyance of land for highway or other public purposes or a grant or conveyance relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
7. This is a conveyance made to correct a description in a prior conveyance.
8. This is a sale/exchange of parcels or tracts of land existing on the date of the amendatory act of 1959 into no more than two parts and not involving any new streets or easements of access.
9. This is a sale of a single lot of less than five acres from a larger tract and a survey has been made by a registered surveyor. No other lots have been conveyed from the tract as it existed on October 1, 1973.

That the affiant makes this affidavit to induce the recorder of Deeds to accept the above instrument for recording.

Signature Joan Sazma
John F. Sazma

SUBSCRIBED AND SWORN TO before me this 15th day of Dec, 1986, a Notary Public in and for said State and County.

James W. [Signature] (Notary Public)

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