

UNOFFICIAL COPY

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WARRANTY DEED IN TRUST

87271701

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors, AMBROZIS POZEK and DRAGICA POZEK, his wife,

of the County of Cook and State of Illinois for and in consideration of Ten and no/100 Dollars, and other good and valuable considerations in hand paid, Convey and warrant unto the WESTERN NATIONAL BANK OF CICERO, a National Banking Association, as Trustee under the provisions of a trust agreement dated the 16th day of December 1985, known as Trust Number 9701, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 12 and Lot 13 (except the West 5 inches of the North 54 feet thereof) in Block 1 in John Cudahy's Second Addition to Chicago a Subdivision in the Southeast 1/4 of Section 25, Township 30 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, Commonly known as 5125 West 30th Street, Cicero, Illinois

PERMANENT PROPERTY = G.C.O. 037 2113
10-25-135-003-117
31-211701

EXEMPT BY TOWN ORIGINATOR TOWN OF CICERO
5/19/87

TO HAVE AND TO HOLD the said premises 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 maintain said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any portion of part thereof, and to redevelop 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 devote, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease and property, or any part thereof, from time to time, in possession or reversion, by lease to commence on 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 100 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 purchase the whole or any part of the premises and to contract respecting the manner of fixing 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 concerning appurtenances 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 might 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 any part thereof, when said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be required 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 this 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 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 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, and 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, and that no 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, and that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and if by 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, powers, authorities, duties and obligations of it, 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 to hereby declared to be perpetual 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 Judicate thereof, or memorial, the words "as trust", or "upon condition", or "with limitations" or words of similar import, in accordance with the statute in such case made and provided.

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 grantors, Ambrozis Pozek and Dragica Pozek, do hereby certify that Ambrozis Pozek and Dragica Pozek, his wife, are the persons who executed this instrument on 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.

In Witness Whereof, the grantors Ambrozis Pozek and Dragica Pozek, do hereby certify that Ambrozis Pozek and Dragica Pozek, his wife, are the persons who executed this instrument on 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.

This instrument was prepared by: James R. Gallagher, Attorney at Law, 3960 West 26th Street, Chicago, Illinois 60623.

I, James R. Gallagher, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Ambrozis Pozek and Dragica Pozek, his wife, personally known to me to be the same persons whose names 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 official seal this 16th day of December, 1985.

GRANTEE'S ADDRESS: Western National Bank of Cicero, 5801 West Cermak Road, Cicero, Illinois 60618, Cook County Recorders Box 499. 5125 West 30th Street, Cicero, Illinois 60650. For information only insert street address of above described property.

This space for affixing Hiders and Haviour Stamps
EXEMPT UNDER PROVISIONS OF PARAGRAPH 1, SECTION 8, REAL PROPERTY TAX ACT OF ILLINOIS AND COOK COUNTY
WESTERN NATIONAL BANK OF CICERO BY Dragica Pozek
5/19/87
ASST. REC. PITCHER

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10/15/2017

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Property of Cook County Clerk's Office

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