

## WARRANTY DEED IN TRUST

COOK COUNTY, ILLINOIS  
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1987 JUN 11 AM 10:18

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, DOUGLAS C. DER and LUCY Y.S. DER, his wife,

of the County of \_\_\_\_\_ and State of Arizona, 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 COLUMBIA NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 28th day of May 1987, and known as Trust Number 2574, the following described real estate in the County of Cook and State of Illinois, to-wit:

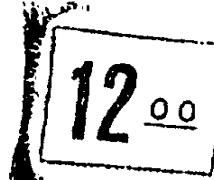
Lots 148, 149 and 150 in St. Charles Road 1st Addition to Proviso, being a Subdivision in the West 1/2 of the East 1/2 of the North East 1/4 of Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

THIS DOCUMENT WAS DRAFTED BY.

JOHN E. DVORAK

Attorney at Law

1127 S. Mannheim Road, Suite 308  
P.O. Box 7187  
Westchester, IL 60153-7187  
(312) 344-8180



SUBJECT TO Covenants, conditions, easements and restrictions of record and to general real estate taxes for the year 1986 and 1987.  
BAO and to Real Estate Tax # 15-08-216-070 (Lots 148 & 149), 15-08-216-047 (Lot 150).

**TO HAVE AND TO HOLD** the said real estate with the appurtenances, up to the curts, and for the uses and purposes herein and in said Trust Agreement set forth. Full power and authority is hereby granted said Trustee to improve, manage, collect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, or any other subdivision or parts thereof, to sell and resubdivide said real estate as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey or otherwise dispose of all or any part of said real estate, to lease or let to such persons or successors in trust and to grant to such successors or successors in trust all of the title, estate, powers, and authorities herein referred to and granted, and to make all such alterations and additions thereto as may be necessary and proper, and to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in possession of, or future, and upon any terms and for any period of time, and to renew or extend leases upon any terms and for any period 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 reversion and to contract respecting the manner of fixing the amount of present or future rental, or position of 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 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 party dealing with said Trustee, or any successor in trust, in relation to 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 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 Registrars of Titles) of the fact that said instrument is valid and subsisting, notwithstanding any claim upon or claiming under any such conveyance or other instrument was executed in accordance with the terms, condition and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and notwithstanding any provision in any such instrument purporting to limit the liability of the Trustee, or any successor in trust, to any duty or obligation, or to any liability, or to any other instrument and notwithstanding the fact that such instrument is made in substitution or succession to this, that such successor in trust have been properly appointed and are fully vested with all the title, status, 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 Columbia National Bank of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for loss, damage or expense of any kind, or for any act or omission of any agent or attorney, which may do or omit to do in or after the said real estate or under the provisions of this Deed of Trust, or of said Trust Agreement, or any amendment thereto, or for injury to any person or property caused by 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 discharged by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in 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 corporations whomsoever 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 being to vest in said Columbia National Bank of Chicago 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 has been made in registered lands in accordance with the true intent and meaning of the trust.

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 grantor, DOUGLAS C. DER aforesaid have hereunto set their hands and seals this 3rd day of June 1987.

Douglas C. Der John E. Dvorak Lucy Y.S. Der  
(SEAL) (SEAL) (SEAL)

State of Illinois  
County of Cook ss. I, John E. Dvorak a Notary Public in and for said County, in the state aforesaid, do hereby certify that DOUGLAS C. DER and LUCY Y.S. DER, his wife,

"OFFICIAL SEAL"  
JOHN E. DVORAK personally known to me to be the same person as whose name is \_\_\_\_\_ 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 herein set forth, after reciting the release and waiver of the right of homestead. Given under my hand and notarial seal this 3rd day of June 1987.

Notary Public

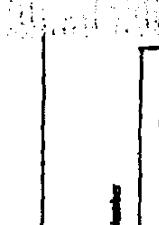
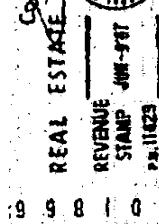
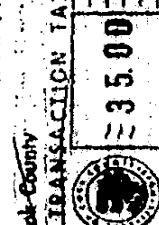
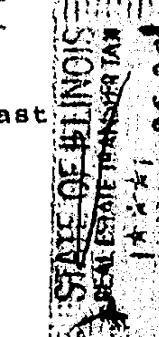
Return to:

Columbia National Bank of Chicago  
5250 N. Harlem Avenue  
Chicago, IL 60656  
ATTN: Trust Dept.

4305-07 St. Charles Road  
Bellwood, Illinois 60104

For information only insert street address of above described property.

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THIS INDENTURE MADE THE TWENTIETH DAY OF NOVEMBER, ONE THOUSAND EIGHTHundred AND EIGHTY-EIGHT, BY AND BETWEEN RICHARD L. COOK, ADOLESCENT, RESIDENT IN THE TOWN OF WOODBURY, COUNTY OF HARRISON, STATE OF IOWA, OF THE FIRST PART, AND ROBERT L. COOK, ADOLESCENT, RESIDENT IN THE TOWN OF WOODBURY, COUNTY OF HARRISON, STATE OF IOWA, OF THE SECOND PART, WITNESSED BY JAMES C. COOPER, ADOLESCENT, RESIDENT IN THE TOWN OF WOODBURY, COUNTY OF HARRISON, STATE OF IOWA, AS A NOTARY PUBLIC, AND SWORN TO THIS TWENTIETH DAY OF NOVEMBER, IN THE PRESENCE OF THE WITNESSES, IN THE CITY OF DALLAS, STATE OF TEXAS.

WITNESSETH, THAT THE PARTIES HEREBY AGREE AND CONTRACT AS FOLLOWS:

THE PARTIES HAVE THEREUPON AGREED AS FOLLOWS:

ROBERT L. COOK  
AGE SIXTEEN  
RESIDES AT WOODBURY,  
IOWA, WITH HIS MOTHER,  
JANE COOK, AND HIS  
SISTER, JANE COOK.  
ROBERT L. COOK  
IS AN ADOLESCENT  
OF THE AGE OF EIGHTEEN  
YEARS.

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ROBERT L. COOK, ADOLESCENT, RESIDENT IN THE TOWN OF WOODBURY, COUNTY OF HARRISON, STATE OF IOWA, HEREBY AGREES TO PAY TO RICHARD L. COOK, ADOLESCENT, RESIDENT IN THE TOWN OF WOODBURY, COUNTY OF HARRISON, STATE OF IOWA, THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF DECEMBER, ONE THOUSAND EIGHTHundred AND EIGHTY-EIGHT, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF JANUARY, ONE THOUSAND EIGHTHundred AND EIGHTY-NINE, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF FEBRUARY, ONE THOUSAND EIGHTHundred AND EIGHTY-NINE, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF MARCH, ONE THOUSAND EIGHTHundred AND EIGHTY-NINE, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF APRIL, ONE THOUSAND EIGHTHundred AND EIGHTY-NINE, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF MAY, ONE THOUSAND EIGHTHundred AND EIGHTY-NINE, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF JUNE, ONE THOUSAND EIGHTHundred AND EIGHTY-NINE, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF JULY, ONE THOUSAND EIGHTHundred AND EIGHTY-NINE, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF AUGUST, ONE THOUSAND EIGHTHundred AND EIGHTY-NINE, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF SEPTEMBER, ONE THOUSAND EIGHTHundred AND EIGHTY-NINE, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF OCTOBER, ONE THOUSAND EIGHTHundred AND EIGHTY-NINE, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF NOVEMBER, ONE THOUSAND EIGHTHundred AND EIGHTY-NINE, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF DECEMBER, ONE THOUSAND EIGHTHundred AND NINETEEN, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF JANUARY, ONE THOUSAND EIGHTHundred AND NINETEEN, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF FEBRUARY, ONE THOUSAND EIGHTHundred AND NINETEEN, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF MARCH, ONE THOUSAND EIGHTHundred AND NINETEEN, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF APRIL, ONE THOUSAND EIGHTHundred AND NINETEEN, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF MAY, ONE THOUSAND EIGHTHundred AND NINETEEN, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF JUNE, ONE THOUSAND EIGHTHundred AND NINETEEN, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF JULY, ONE THOUSAND EIGHTHundred AND NINETEEN, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF AUGUST, ONE THOUSAND EIGHTHundred AND NINETEEN, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF SEPTEMBER, ONE THOUSAND EIGHTHundred AND NINETEEN, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF OCTOBER, ONE THOUSAND EIGHTHundred AND NINETEEN, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF NOVEMBER, ONE THOUSAND EIGHTHundred AND NINETEEN, AND THE SUM OF EIGHT HUNDRED DOLLARS (\$800.00) DURING THE MONTH OF DECEMBER, ONE THOUSAND NINETEEN.

ROBERT L. COOK, ADOLESCENT,  
RESIDENT IN THE TOWN OF WOODBURY,  
COUNTY OF HARRISON, STATE OF IOWA,

EX-ADOLESCENT, RESIDENT IN THE CITY OF DALLAS,  
TEXAS, ONE THOUSAND EIGHTHundred AND EIGHTY-EIGHT,

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