

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

1988 SEP -2 AM 10 36

88401314

COOK CO. 119, 016

5 9 1 7 7

WARRANTY DEED IN TRUST

88401314

The above space for recorder's use only

THIS INDENTURE WITNESSETH. That the Grantor, William T. Franz and Nannette M. Franz 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 Exchange Bank of River Oaks, an Illinois Banking Corporation, whose address is 1701 River Oaks Drive, Calumet City, Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 29TH day of AUGUST, 19 88, and known as Trust Number 2309, the following described real estate in the County of Cook and State of Illinois, to-wit:

THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 29, EXCEPT THE EAST 425 FEET THEREOF, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N. 27-29-202-007

108th Ave. + 170th St  
Oakland Park, Ill.

12.00

SUBJECT TO General Taxes for 1988 and subsequent years.

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 vacate any subdivision or part thereof, and to re-subdivide said real estate as often as desired, to contract to sell, or grant options to purchase, 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, rights, and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to 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 demised term of 199 years, and to renew or extend lease 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, 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 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 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 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 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, thereon, 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 the Trustee, his or their predecessor in trust. This conveyance is made upon the express understanding and condition that neither River Oaks Bank and Trust Company, 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 it or they or its 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 personal 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 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 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 disposal of said real estate and such interest is hereby declared to be personal property, and the Trustee shall have no title, 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 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.

Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or transfer.

And the said grantor 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 S aforesaid have hereunto set their hand S and seal S this 3rd day of August, 19 88.

(SEAL) William T. Franz (SEAL)  
(SEAL) Nannette M. Franz (SEAL)

State of Illinois } ss. Loretta A. Payonk, a Notary Public in and for said County,  
County of Cook } in the state aforesaid, do hereby certify that William T. Franz and  
Nannette M. Franz

This instrument was drafted by personally known to me to be the same person S whose name are  
James R. Pasquinelli subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as 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 3rd day of August, 19 88  
Loretta A. Payonk  
Notary Public  
Notary Commission Expires: May 28, 1990

EXCHANGE BANK OF RIVER OAKS

1701 RIVER OAKS DRIVE  
CALUMET CITY, ILLINOIS 60409  
BOX 175 (COOK COUNTY ONLY)

"OFFICIAL SEAL"

Loretta A. Payonk  
Notary Public, State of Ill.

For information of My Commission Expires May 28, 1990

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
200.00  
This space for affixing Riders and Revenue Stamps  
REGISTRATION FEE  
ESTATE TRANSFER TAX  
200.00  
STAMP SEP-7-88

814134  
7/27/88  
7/27/88

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Mail to:

Diana Faust

One N. LaSalle, Suite 3100

Chicago, IL 60602

Property of Cook County Clerk's Office

88401314

STATE OF ILLINOIS)

)  
) SS.

COUNTY OF COOK )

WILLIAM T. FRANZ

NANNETTE M. FRANZ

, being duly sworn on oth, states that he resides at 17014 S 105TH AVE  
TINLEY PARK, ILL 60477. That the attached deed is not in violation of section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

-OR-

the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroad's or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyances of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amandatory Act into no more than 2 parts and not involving any new streets or easements of access.

88A0131A

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me this 31 day of AUGUST, 1988

William T. Franz

Nannette M. Franz

James R. Pasquini  
NOTARY PUBLIC

"OFFICIAL SEAL"  
James R. Pasquini  
Notary Public, State of IL  
My Commission Expires June 28, 1990

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NOV 11 1988

COMMISSIONER OF STATE

STATE OF ILLINOIS

Property of Cook County Clerk's Office

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

OFFICIAL SEAL  
James R. Froelich III  
Treasurer of the State of Illinois  
Ill. Commission Expires June 28, 1990