

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

This Instrument Prepared By:
DANIEL N. WLODEK
PIONEER BANK & TRUST COMPANY DNW
4000 West North Avenue, Chgo.

-88-505998

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE WITNESSETH, That the Grantor FLORENCE E. SCHAEZLEIN -----

of the County of ----- COOK ----- and State of ----- ILLINOIS ----- for and in consideration of ----- (\$10.00) ----- Ten and No/100 ----- Dollars, and other good and valuable considerations in hand paid. Conveys and warrants unto the PIONEER BANK & TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the --- 28th --- day of ----- October ----- , 1988 , known as Trust Number ---- 25071 ---- , the following described real estate in the County of ----- COOK ----- and State of Illinois, to-wit:

The North Nine feet (N 9') of Lot Twenty-five (25) and the South Twenty-four feet (S 24') of Lot Twenty-six (26) in Spongler's Resubdivision of Blocks Twelve (12) to Thirty-nine (39) Inclusive in Lauderdale and Company's Subdivision of the West Half (W 1/2) of the North East Quarter (NE 1/4) of the North West Quarter (NW 1/4) of the North East Quarter (NE 1/4) of Section Four (4), Township Thirty-nine North (39 N), Range Thirteen (13), East (E) of the Third (3rd) Principal Meridian, in Cook County, Illinois.

c/k/a: 1535 North LeClaire Avenue, Chicago, Illinois 60651

PERMANENT INDEX NUMBER: 16-04-202-004

Grantee's Address: 4000 West North Avenue, Chicago, Illinois 60639

TO HAVE AND TO HOLD the said premises with the appurtenances upon the same 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide 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 successors 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 property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion, by leases in whole or in parts, or 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 199 years, and to renew or extend leases upon any term and for any period or periods of time, not exceeding in the case of any single lease the term of 199 years, and to renew or extend leases upon any term 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 hereinafter, to contract to make leases and to grant options to lease and options to renew leases, to options to purchase in whole or any part of the property, to contract respecting the manner of fixing the amount of present or future rents, to options to exchange said property, or any part thereof, for other real or personal property, to grant easements or covenants, to lease or assign the right, title and interest in and to the property, appurtenant to and premises of any part thereof, and to deal with said property 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 or in 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 to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to make in the execution of any purchase money, rent, or money held, saved or advanced on said premises, or to be obliged to pay any sum or sums that may have been so expended, unless to be obliged to bring into the account of expediency of any act of said trustee, or be obliged to pay interest on the terms of said trust agreement, and every deed, bill of sale, mortgage, assignment, instrument executed and delivered in relation to said real estate shall be conclusive evidence in law of every performance made upon any claimings under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the instrument 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 some amendment thereto and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, bill of sale, 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 he, his or their predecessors 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, savings and proceeds arising from the sale or 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 at such, but only an interest in the earnings, savings and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Register of Titles is hereby directed not to register or note in the certificate of title or duplicate thereto, or memorial, The words "in trust", or "upon condition", or "with limitation", or words of similar import, in accordance with the usage in such case made and provided.

And the said grantor hereby expressly waives, and releases, any and all rights or benefits 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, addressed to hereto, her, hand and seal this 28th day of October 1988.

(Seal) *Florence E. Schaezlein* (Seal)
FLORENCE E. SCHAEZLEIN

(Seal) (Seal)

State of ILLINOIS ss. I, the undersigned Notary Public in and for said County, in the state aforesaid, do hereby certify that FLORENCE E. SCHAEZLEIN,

personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she did sign, seal and deliver the said instrument at the place and on the date hereinabove written, free and voluntary etc, 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 28th day of October 1988.

Rena M. Phillips
Notary Public

OFFICIAL
RENA M. PHILLIPS
Notary Public, State of Illinois
My Commission Expires 4-1-83

Pioneer Bank & Trust Company

Box 22

1535 North LeClaire Avenue, Chicago
For information only insert street address of above described property.

UNOFFICIAL COPY

8001600-12-

Property of Cook County Clerk's Office

866505-88-

8001600-12-

DEPT-60 \$12.00
TRILLIUM TOWER 1800 N. MICHIGAN AVE. 12-00
#6705 3/14 1981-1985 999
COOK COUNTY CLERK'S OFFICE

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