

# UNOFFICIAL COPY

## WARRANTY DEED IN TRUST

This above space for recorders use only.

THIS INDENTURE WITNESSETH, That the Grantor(s), GEORGE E. Gross and Carol A. Gross,  
Married, of 7815 South Lura, Burbank, Illinois 60459,  
of the County of Cook and State of Illinois, for and in consideration  
of the sum of Ten and No/100 Dollars (\$ 10.00),  
is hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey(s) and  
transfers unto PALOS BANK AND TRUST COMPANY, a banking corporation duly organized and existing under the laws  
of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the  
provisions of certain Trust Agreement, dated the 24th day of October 1988, and known as  
Trust Number 1-2795, the following described real estate in the County of COOK and State of Illinois,  
to-wit:

### SEE ATTACHED RIDER FOR LEGAL DESCRIPTION:

The East 246.01 Feet of the West 491.01 Feet (As Measured along the North Line  
Thereof) of that part of the Southeast 1/4 of the Northwest 1/4 of Section 33,  
Township 37 North, Range 12 East of the Third Principal Meridian, lying North of  
the Center Line of Archer Road (Except that part thereof lying South of a Line  
385.58 Feet North of and Parallel with the North Line of the Said Southeast 1/4  
of the Northwest 1/4 of Section 33, Aforenamed and West of a Line 33 Feet West of  
and Parallel with the East Line of the West 491.01 Foot Thereof)  
in Cook County, Illinois.

SUBJECT TO: (a) General real estate taxes not due and payable at June 29, 1988;  
(b) Special Assessments confirmed after April 16, 1988; (c) Building, building  
line and use or occupancy restrictions, conditions, covenants of record (d)  
Zoning laws and ordinances; (e) Easements for public utilities; (f) Public roads  
and highways and easements pertaining thereto.

Property Index No.: 22-33-103-014

88-Sub-A

NOV 22 1988 54489 8859285 - A -- 100

#### SUBJECT TO:

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein  
and to hold Trust Agreement set forth.  
Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate as any  
part thereof, to do and perform all acts, covenants, agreements, covenants, and to vend any subdivision or part thereof, and to resubdivide said real estate  
as often as required, to collect rents, charges, expenses, and other amounts due thereon, to make and collect all debts due thereon, to sue in the name of the title, estate, powers and authorities vested in said Trustee, to demands, to deduct, 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 prorated or full terms, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease  
the term of 150 years, until to renew or extend such lease or leases and for any period or periods of time and to amend, change or modify  
leases and terms and provisions thereof of any lease or leases hereinafter, to contract to make leases and to grant options to leases 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 any real or personal property, to get grant easements  
or charges of any kind, to release, convey or transfer 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, or any part thereof, in all other ways and for such other considerations as it would  
be lawful for the 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 pay the application of any purchase money, cost of money borrowed or advanced on said real estate, or be obliged to see that  
the terms of this or of any loan or note made in connection with, or be obliged to pay, the maturity, necessity or expediency of any note 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 or Land Court) relying upon or relying upon any such conveyance, lease or other instrument; (e)  
that the title to the said real estate, thereunder, the trust executed by this instrument or by said Trust Agreement was in full force and effect; (f) that  
such conveyance or other instrument was executed in accordance with the conditions contained in the Indenture and  
in said Trust Agreement or in all circumstances, if any, and binding upon all beneficiaries thereto; (g) that the Trustee shall have their own  
successor in trust, who may be appointed for such purpose, or at the election of the Trustee, in his or her name, as Trustee of an organization  
and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness  
executed and (d) if the conveyance is made to a successor or successors in trust, or such successor or successors in trust have been properly  
appointed and are fully vested with all the title, estate, rights, powers, authority, covenants and obligations of the, his or their predecessor-in  
trust.

This conveyance is made upon the express understanding and condition that neither the said Grantor, individually or as Trustee,  
nor his successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything it  
or they 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, except as herein provided, for injury to persons or property happening in or about said real estate, any and all such  
liability being hereby expressly waived and released, and for compensation, indemnification and defense against all claims brought into the Trustee in  
connection with said real estate may be asserted into by it in the name of the then beneficiaries under said Trust Agreement or their executors  
in-fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in his or her name, as Trustee of an organization  
and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness  
executed and except only so far as the trust property and funds in the actual possession of the Trustee shall be susceptible for the payment and discharge  
thereof). All persons and corporations whatsoever 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, or any part thereof, in fee simple, or in any other interest, in the earnings, avails and proceeds thereof as claimed by the intention herein being  
to vest in said Beneficiary the ownership of the same in fee simple, or in any other interest, in the earnings, avails and proceeds thereof.

If the title to any of the above real estate is to be hereafter registered, the Registrar of Titles, a body directed not to  
register or make in the certificates of title or duplicate thereof, or ministerial, the words "In trust," or "Under 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 entitled to produce  
the said Agreement or copy thereof, or any extracts therefrom, as evidence that any transfer, change or other dealing, or the registration  
of lands is in accordance with the true intent and meaning of the trust.

And the said grantor(s) hereby expressly waive(s) and release(s) 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) affixed his(his) hereunto set (his) (her) (their) hand(s) and seal(s) this  
25th day of October 1988

(SEAL) George E. Gross (SEAL)  
GEORGE E. GROSS ..... CAROL A. GROSS .....  
..... (SEAL) ..... (SEAL)

State of Illinois, I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do  
County of Cook hereby certify that George E. Gross and Carol A. Gross  
married of 7815 South Lura, Burbank, Illinois 60459

OFFICIAL SEAL personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that (he) (she) (they) signed,  
BARBARA A. DANAHER sealed and delivered the said instrument on (his) (her) (their) free and voluntary act, for the uses and  
ROTARY PUBLIC STATE OF ILLINOIS purposes therein set forth, including the release and waiver of the right of homestead.  
MY COMMISSION EXP. FEB 26, 1992 1988 day of October, 1988

Notary Public

MAIL TO: Grantee's Address:

For information only insert street address of above described property.

**PALOS BANK AND TRUST COMPANY**

130th and Archer Avenue  
Lemont, Illinois  
City State

Permanent Tax Number 22-33-103-014-0000

TR-1-2 REV (10-73) Revised from Illinois Form TR-1

This page for filing taxes and revenue stamp

\*Exempt under provision of Paragraph E, Section 4  
Real Estate Transfer Tax Act

X George E. Gross BUYER / SELLER REPRESENTATIVE  
DATE 11/11/88

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Property of Cook County Clerk's Office

RECEIVED  
COOK COUNTY CLERK'S OFFICE  
RECORDED IN STATE CRIMINAL TRUSTON  
1994-05-04 BY [signature]

SEARCHED INDEXED SERIALIZED FILED

APR 19 1994