

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

88544563

Exempt under provisions of Paragraph 5, Section 4, Real Estate Transfer Tax Act.

11-15-88

Buyer, Seller or Representative

This Indenture Witnesseth, That the Grantor Clyde D. Sana, married to Lorraine A. Sana, 776 Exmoor Road, Olympia Fields of the County of Cook and State of Illinois for and in consideration of Ten and 00/100 Dollars, and other good and valuable considerations in hand paid, Convey S and Warrant S unto UNITED BANK OF CRETE-STEGER, a State Banking Association, as Trustee under the provisions of a trust agreement dated the 10th day of November 1988, known as Trust Number 1469, the following described real estate in the County of Cook and State of Illinois to-wit:

Lots 30, 31, 99, 100, 104 and 111, inclusive, in Lincoln Terrace Subdivision Phase I, being a Subdivision of part of the North East 1/4 of Section 27, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers: 31-27-202-010 (Lot 30), 31-27-202-011 (Lot 31), 31-27-205-002 (Lot 99), 31-27-205-003 (Lot 100), 31-27-205-007 (Lot 104) and 31-27-205-014 (Lot 111).

Property Address: Lots 30, 31, 99, 100-104 and 111 in Lincoln Terrace Subdivision, Phase I, Matteson, IL 60443

Subject to: Public and utility easements and roads and highways, if any; zoning and building laws and ordinances; general taxes for the year 1988 and subsequent years including taxes which may accrue by reason of new or additional improvements during the years Purchaser shall have title and interest to property.

THIS PROPERTY IS NOT SUBJECT TO HOMESTEAD.

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 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 successor 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 to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 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 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 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 easement appurtenant 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 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 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 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, (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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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 its, 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 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.

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 grantor aforesaid has hereunto set his hand and seal this 15th day of November 1988.

Clyde D. Sana, married to Lorraine A. Sana

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12.00

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THIS INSTRUMENT WAS PREPARED BY AND MAIL TO: STEVEN D. RAKICH (KC-1191-241) 4749 LINCOLN MALL DRIVE, SUITE 204 MATTESON, IL 60443 BFC Form 63330

BOX 333-GG

TRUST NO. 1469

Deed in Trust

WARRANTY DEED

UNOFFICIAL COPY

TO

UNITED BANK OF
CRETE-STEGER

PROPERTY ADDRESS

lots 30, 31, 99, 100, 104 and 111
in Lincoln Terrace Subdivision, Phase 1

Matteson, IL 60443

Property of Cook County Clerk's Office

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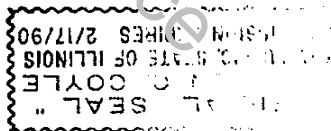
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Notary Public.

this 15th day of November 1988

GIVEN under my hand and notarial seal

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 he signed, sealed and delivered the said instrument
as his free and voluntary act, for the uses and purposes therein set forth,
including the release and waiver of the right of homestead.



Clyde D. Sana, married to Lorraine A. Sana
a Notary Public in and for said County, in the State aforesaid, do hereby certify that

I, _____ the undersigned

STATE OF ILLINOIS
COUNTY OF Cook

88544563