

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

292374

88375352

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor **ROBERT J. MUELLER, JR.,** and **PAULA MUELLER, his wife,**

of the County of Cook and State of Illinois for and in consideration of Ten (\$10.00) and 00/100 Dollars, and other good and valuable considerations in hand paid, Convey and Warranty unto the **COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR**, a corporation of Illinois, whose address is 11600 South Dixie Highway, Homewood, Illinois 60430, as Trustee under the provisions of a trust agreement dated the 11th day of August 1988, known as Trust Number 88010 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 3 and the East 5 Feet of Lot 4 in Block 1 in the Subdivision of Block 1, 2 and 3 in the Subdivision of Block 6 in Edgwood Park Annex a Subdivision of the North 3/4 of the West 1/2 of the North West 1/4 of Section 20, Township 35 North, Range 14, East of the Third Principal Meridian, according to the Plat recorded May 25, 1948 as Document 14559645, in Cook County, Illinois.

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 create any subdivision or part thereof, and to redivide 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, in mortgage, to lease or otherwise encumber said premises, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 100 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 appertaining 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 said results as it would be lawful for any person, owning in 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, or of 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 a claim under any such conveyance, lease or other instrument, (1) at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (2) 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 some amendment thereof and binding upon all beneficiaries thereunder, (3) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (4) 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 and obligations of the trust 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 on 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.

If the title to any of the above lands is now or hereafter registered, the Register of Deeds in Illinois 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 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 grantors aforesaid have hereunto set their hands and seals this 11th day of August 1988.

Robert J. Mueller, Jr. (Seal)  
ROBERT J. MUELLER, JR.

Paula Mueller (Seal)  
PAULA MUELLER

This instrument prepared by John T. Doody, Jr., 1950 Hickory Road, P.O. Box 1932 Homewood, IL 60430

State of Illinois ss. John T. Doody Jr. Notary Public in and for said County, County of Cook the state aforesaid, do hereby certify that ROBERT J. MUELLER, JR. and PAULA MUELLER, his wife,

**"OFFICIAL SEAL"**  
John T. Doody Jr.  
Notary Public, State of Illinois  
My Commission Expires 8/19/91

personally known to me to be the same person S whose name S are subscribed to the foregoing instrument, appeared before me this day in person at acknowledged that they signed, sealed and delivered the said instrument as their 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 11th day of August 1988.

John T. Doody Jr.  
Notary Public

2924 West 100th St -  
Chicago Ill, Ill.

After recording return to  
COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR  
11600 S. Dixie Highway, Homewood, IL 60430  
799-2800

For information only insert street address of above described property  
38-20-120-019-0000

88375352

STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
ESTATE TAX  
25.00

STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
ESTATE TRANSFER TAX  
25.00

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Anthony Cuda  
7185 W. Grand  
Chicago, IL 60635



Property of Cook County Clerk's Office

-88-375352

SEPT-01 \$12.25  
T# 414 TRAN 1658 08/18/08 11.50.00  
#9777 # 1) \* -88-375352  
COOK COUNTY RECORDER

\$12.00 MAIL