

# UNOFFICIAL COPY



**Southwest  
Financial Bank**

89409720

## WARRANTY DEED IN TRUST

This Indenture Witnesseth, That the Grantor s, JOSEPH T. MILDICE AND BARBARA MILDICE,  
Husband and Wife, 9172 West South Road, Palos Hills, Illinois  
of the County of Cook and the State of Illinois for and in consideration of  
Ten and no/100 Dollars,  
and other good and valuable consideration in hand paid, Convey \_\_\_\_\_ and Warranty \_\_\_\_\_ unto Southwest Financial Bank, an Illinois  
banking corporation its successor or successors as Trustee under the provisions of a trust agreement dated the 22nd day  
of August 19 89 known as Trust Number 1-0111, the following  
described real estate in the County of Cook and State of Illinois, to-wit:

Parcel 1: Unit 5172-E together with its undivided percentage interest in  
the common elements in Woods Edge II Condominium as delineated and defined  
in the Declaration recorded as Document Number 24655048, as amended from  
time to time, in the North  $\frac{1}{2}$  of Section 22, Township 37 North, Range 12,  
East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Easements for ingress and egress for the benefit of Parcel 1 as  
set forth and defined in Document Number 23667054 and as supplemented by  
Document Number 24655047.

"Exempt under provision of Paragraph E, Section 4,  
Real Estate Transfer Tax Act."

8-25-89  
Date

Joseph Mildice  
Buyer/Seller Representative

Property Address: 9172 West South Road, Unit 3E, Palos Hills, Illinois 60465 89409720  
Permanent Real Estate Index No. 23-22-200-045-1017

To have and to hold the said premises with the appurtenances, upon the trusts and for 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.

If the title to the above lands 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 salute in such cases made and provided.

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.

# UNOFFICIAL COPY

In Witness Whereof, the grantor s aforesaid have hereunto set their hand s and seal s this  
22nd day of August, 19 89.

(SEAL) Joseph T. Mildice  
JOSEPH T. MILDICE

(SEAL) Barbara Mildice  
BARBARA MILDICE

State of Illinois  
County of Cook S.S.

I, the undersigned a Notary Public  
in and for said County, in the State aforesaid, do hereby certify that  
JOSEPH T. MILDICE AND BARBARA MILDICE, HUSBAND AND WIFE

are

personally known to me to be the same person s  
whose name are subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledges 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 seal this 22nd day of August A.D. 19 89

Patricia M. Lake

Notary Public

OFFICIAL SEAL  
PATRICIA M. LAKE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/3/92

After Recording Mail to: Southwest Financial Bank  
15330 South LaGrange Road  
Orland Park, Illinois 60462  
(312) 460-1101

Mail tax bill to:  
Joseph Mildice  
9172 W. South Road Unit 3-E  
Palos Hills, Illinois 60465



Prepared By: J. Marszalek  
15330 South LaGrange Road  
Orland Park, Illinois 60462

DEPT-01 RECORDING \$12.00  
T#5555 TRAN 00 08/31/89 16:38.00  
#0556 # D \* 89-409720  
COOK COUNTY RECORDER

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