

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, That the Grantor, JOHN F. BERZANSKIS, JR. and SANDRA J. BERZANSKIS, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of TEN & 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto MOUNT GREENWOOD BANK, 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 a certain Trust Agreement, dated the 5th day of October 1989 and known as Trust Number 5-0879, the following described real estate in the County of Cook and State of Illinois, to-wit: See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: General taxes for the year 1989 and subsequent years.

Commonly known as 3617 West 83rd Street, Chicago, IL 60652

P.I.N. 19-35-304-001, 002, 003, 004, 005, 006, 007 and 008.

12.00

PROPERTY TAX STATE OF ILLINOIS COOK COUNTY, ILLINOIS CITY OF CHICAGO, REAL ESTATE TRANSACTION TAX 89513425 DEPT. OF REVENUE OCT 30 1989 157.50

STATE OF ILLINOIS DEPT. OF REVENUE REAL ESTATE TRANSFER TAX 141.00 STATE OF ILLINOIS DEPT. OF REVENUE REAL ESTATE TRANSACTION TAX 70.50

I HAVE AND TO HOLD the said real estate with all appurtenances, upon the trust, and for the uses and purposes herein and in said Trust Agreement set forth. Full power and authority is hereby granted to said Trustee, or his or her assigns, to mortgage, contract and subdivide said real estate as often as desired, to dedicate parks, streets, highways or alleys and to vacate any subdivision of said real estate, and to resubdivide said real estate 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 real estate or any part thereof to a successor or successors as trustee or to grant to said successor or successors in trust, all or any part of the said real estate and all appurtenances thereto, to mortgage, to pledge or otherwise encumber said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in the present or in the future, and upon any terms and for any period, in the case of any lease to include the term of the lease, and to renew or extend upon any terms and for any period, to grant, to execute, to execute or modify, leases and the terms and conditions hereof at any time or times hereafter, in order 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 premises and to contract respecting the manner of doing the same, to partition or to purchase said real estate, or any part thereof, for other real property, to grant, to execute, to execute or modify, any lease, to release, cancel or to assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, and to deal with said real estate 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, or any successor in trust, in relation to said real estate, or by 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 see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see to the terms of this trust have been complied with, or be obliged to inquire into the authority, capacity or experience of any act of said Trustee, or be obliged or permitted to inquire into any of the terms of said Trust Agreement and every deed, trust, mortgage, lease or other instrument created 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 Register of Tolls of said county) relying upon or claiming under any such conveyance or other instrument, (b) that at the time of the delivery thereof the trust created by this indenture and by said Trust Agreement was of full force and effect, (c) 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 all amendments thereto, if any, and binding upon all beneficiaries thereunder, (d) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (e) that the conveyance to make is a good valid conveyance in trust, that such successor or successors in trust have been properly appointed and are fully vested with all possible, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Mount Greenwood Bank individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree, by anything in or by or for its 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 or any amendment thereto, or for injury to persons or property hereinafter or in or about said real estate, and any such liability being hereby released and retained. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by him in the name of the then beneficiaries under said Trust Agreement at their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee or as attorney-in-fact and as individuals and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All taxes and corporations - successors and otherwise shall be obligated with notice of this condition from the date of the filing 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, cash and proceeds arising from the sale or any other disposition of said real estate and any interest therein and shall be personal property, and no beneficiary shall have any title, interest here, in or about said real estate, or any interest therein in the said real estate, and the said real estate and proceeds thereof as aforesaid, the intention hereof being to vest in said Mount Greenwood Bank the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to the above real estate is now or hereafter registered, the Register of Tolls is hereby directed not to deliver 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 said Trustee shall not be required to produce the said Agreement or any other instrument or any extra's therefrom, as evidence that a transfer, change or other dealing involving the registered lands is in accordance with the true intent and meaning of the deed.

And the said grantor, do hereby expressly waive, release 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 benefit of homesteads from sale on execution or otherwise).

In Witness Whereof, the grantor, Mrs. Berzanskis has hereunto set their hands and seals this 25th day of October 1989. JOHN F. BERZANSKIS, JR. (SEAL) SANDRA J. BERZANSKIS (SEAL)

State of ILLINOIS } ss. I, THOMAS P. RUSSIAN a Notary Public in and for said County, County of COOK } do hereby certify that JOHN F. BERZANSKIS, JR. and SANDRA J. BERZANSKIS, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the 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 26th day of October 1989. Thomas P. Russian, Notary Public

OFFICIAL SEAL THOMAS P. RUSSIAN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES JULY 14, 1993

Mount Greenwood Bank 3092 WEST 111TH STREET CHICAGO, ILLINOIS 60655 445-6610

3617 West 83rd Street Chicago, IL 60652 For information only insert street address of above described property.

MAIL TO: JOHN C. STAMBUKIS 7800 W. 45TH ST. HICKORY HILLS, IL 60457

This instrument prepared by THOMAS P. RUSSIAN GOLDSTINE AND BROIDA, LTD. 15255 S. 94th Ave., Suite 601 Orland Park, IL 60462 (403-6030)

Handwritten notes and signatures on the left margin.

Handwritten note "055447" on the left margin.

Handwritten number "30x333" at the bottom right corner.

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Property of Cook County Clerk's Office

EXHIBIT "A"  
TO  
WARRANTY DEED IN TRUST

Legal Description:

LOT 1 (EXCEPT THAT PART OF SAID LOT 1 CONVEYED TO WABASH RAILROAD COMPANY BY DEED DATED AUGUST 30, 1889 AND RECORDED JANUARY 30, 1891 AS DOCUMENT 1411499 DESCRIBED AS THE PIECE OR PARCEL OF LAND IN NORTH EASTERN PART NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT A POINT ON THE SOUTH LINE OF 83RD STREET 42 FEET WEST OF THE INTERSECTION OF THE SOUTH LINE OF 83RD STREET AND THE WESTERN BOUNDARY OF THE RIGHT OF WAY OF THE WABASH RAILROAD; THENCE DUE EAST 42 FEET TO THE SAID POINT OF THE INTERSECTION OF THE SOUTH LINE OF 83RD STREET AND THE WESTERN BOUNDARY LINE OF THE WABASH RAILROAD RIGHT OF WAY, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE WEST LINE OF THE RIGHT OF WAY OF THE WABASH RAILROAD, 124 FEET TO THE SOUTH WEST CORNER OF LOT 2 IN BLOCK 1 OF CLARK AND MARSTON'S 2ND ADDITION TO CLARKDALE IN BLOCK 1 OF CLARK AND MARSTON'S 2ND ADDITION TO CLARKDALE; THENCE IN A NORTHEASTERLY DIRECTION 99 FEET MORE OR LESS TO THE POINT OF BEGINNING) ALL OF LOTS 2 TO 9 BOTH INCLUSIVE IN BLOCK 1 IN CLARK AND MARSTON'S 2ND ADDITION TO CLARKDALE A SUBDIVISION IN THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART OF THE LAND CONVEYED TO CITY OF CHICAGO BY DOCUMENT 11577544) AND EXCEPT THAT PART FALLING IN COLUMBUS AVENUE AND THAT PART OF LOT 10 LYING SOUTH AND EAST OF THE SOUTH WEST HIGHWAY IN BLOCK 1 IN CLARK AND MARSTON'S 2ND ADDITION TO CLARKDALE, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

89513425

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