

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

89052832

88086752

THIS INDENTURE WITNESSETH, That the Grantor, Mary Beth Dougherty,  
a Spinster  
of the County of Cook and State of Illinois, for and in consideration  
of the sum of Ten and 00/100 Dollars (\$ 10.00),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged,  
Conveys and Warrants unto State Bank of Countryside 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 20<sup>th</sup> day of January, 1988,  
and known as Trust Number 88-303, the following described real estate in the County of Cook  
and State of Illinois, to-wit:

13<sup>00</sup>

See attached legal description

Permanent Index No. 27-07-300-002

88028965

Property 14813 Oak St.  
Orland Park, Ill.

88086752

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 in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any  
part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide 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 with-  
out consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such suc-  
cessor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mort-  
gage, 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 the past or in the 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 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 real estate, 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 its easement 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 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 see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or  
be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, 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, 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 of said county) 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 exe-  
cuted in accordance with the trusts, conditions and limitations contained in this indenture and in said Trust Agreement and in all  
amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) 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  
(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 pre-  
decessor in trust.

This conveyance is made upon the express understanding and condition that neither State Bank of Countryside, 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 for anything it or they or its agents or attorneys may do or omit to do in or about the said real estate or under the pro-  
visions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or  
about said real estate any and all such liability being expressly waived and released. Any contract obligation or indebted-  
ness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the  
then beneficiaries under said Trust Agreement as their attorney in fact, hereby irrevocably appointed for such purposes, or at  
the election of the Trustee, in its own name, as Trustee of an express trust and not individually (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 persons and corpora-  
tions whomsoever 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, as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the in-  
terest hereof being to vest in said State Bank of Countryside the entire legal and equitable title in fee simple, in and to all of  
the real estate above described.

If the title to any of the above real estate 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 statute in such case made and provided, and said Trustee shall  
not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge  
or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives and releases any and all right of 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 aforsaid has hereunto set her hand and  
seal this 20<sup>th</sup> day of January, 1988.

Mary Beth Dougherty (SEAL)  
(SEAL)

State of Illinois I, the undersigned, a Notary Public in and for said County,  
County of Cook SS. in the state aforesaid, do hereby certify that Mary Beth Dougherty,  
a Spinster

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 acknowl-  
edged that she signed, sealed and delivered the said instrument as her  
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 20<sup>th</sup> day of January, 1988  
Lois R. Wilson  
Notary Public

STATE BANK OF COUNTRYSIDE  
6724 Joliet Road  
Countryside, Illinois 60626  
(312) 486-3100

BOX 939 - CA

This space for affixing Refers and Revenue Stamps

This deed is exempt from taxations  
under Section 4 Paragraph E of the  
Real Estate Transfer Tax Act.

Document Number  
89052832

77-48-680-0

*Handwritten signature*

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COOK COUNTY CLERK'S  
OFFICE  
1999 FEB 3 11:05 AM

89052832

88086752

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

Lot 148 in Pinewood P.U.D. Unit 5, being a subdivision in the West 1/2 of Section 7, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

89052832

DEPT-01 \$12.25  
T43333 TPAN 6853 01/20/88 12:14:00  
#5685 F.C. # -88-028965  
COOK COUNTY RECORDER

FEB-29-88

07381

88086752 - A - Rec

12.00

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~~12.00~~