

UNOFFICIAL COPY

89351551

WARRANTY DEED IN TRUST

The above space for recorders use only

THIS INDENTURE WITNESSETH, That the Grantor(s) Gary M. Voight, married to Karen M. Voight of 13961 Berkhansted Court 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, Convey(s) and Warrant unto PALOS BANK AND TRUST COMPANY, 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 certain Trust Agreement, dated the 24th day of July 19 89, and known as Trust Number 1-2898, the following described real estate in the County of Cook and State of Illinois, to-wit:

Parcel 1: Lot 22 in Wedgwood Commons Unit 2, being a resubdivision of Lot 116 in Villa D'Este, being a subdivision of part of the Southwest quarter, Southeast quarter and Northwest quarter of Section 2, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Easements for ingress and egress appurtenant to and for the benefit of Parcel 1, as set forth in the Declaration of Covenants, Restrictions, Easements, Charges and Liens recorded November 13, 1978 as Document Number 24 712655.

SUBJECT TO General Real Estate Taxes for the 2nd half of 1984 and subsequent years 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 as any part thereof, to dedicate, strike, create or alter and to vacate any subdivision or part thereof, 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 succeed 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 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 present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend, to so upon any terms and for any period or periods of time and to amend, change or modify leases and 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 premises 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 any 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 appurtenant to said real estate as any part thereof, and to deal with said real estate and any 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 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 Register of Titles of said County) relying upon the same. Notwithstanding 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 terms, conditions and limitations contained in this indenture and in said Trust Agreement or 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 predecessor in trust.

This conveyance is made upon the express understanding and condition that neither the said Grantor, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability, or be subjected to any judgment or decree for anything if or they or 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 person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness 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 beneficiary in 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 corporations whatsoever 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 intention hereof being to vest in said Bank 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 Register 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 of a copy thereof, or any extracts therefrom, as evidence that any transfer, change or other dealing with the registered lands is in accordance with the true intent and meaning of the trust. And the said grantor(s) hereby expressly waive(s) and release(s) 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(s) aforesaid ha(s) (ve) hereunto set (his) (her) (their) hand(s) and seal(s) this 28th day of July, 19 89.

Gary M. Voight (SEAL) Karen M. Voight (SEAL)
Mary Kay Burke (SEAL)

I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do hereby certify that Gary M. Voight and Karen M. Voight of 13961 Berkhansted Court, Orland Park, Ill.

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he) (she) (they) signed, sealed and delivered the said instrument as (his) (her) (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 28th day of July, 19 89
Mary Kay Burke Notary Public

For information only insert street address of above described property.

13961 Berkhansted Court

Orland Park, Ill.

City State

Permanent Tax Number 27-02-308-022

MAIL TO: Grantee's Address:

PALOS BANK AND TRUST COMPANY

2000 BANK BUILDING, CHICAGO, ILL. 60601-1000
Phone (312) 467-1100

TRUST DEPARTMENT

TR-1-3REV(10-75) Member FDIC

This space for affixing notes and revenue stamps

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

BUYER/SELLER REPRESENTATIVE

DATE 7-27-89

Document Number 89351551

89351551

OFFICIAL SEAL

Mary Kay Burke

Notary Public, State of Illinois

My Commission Expires AUG 31, 1991

12-2

THIS INSTRUMENT PREPARED BY PALOS BANK AND TRUST COMPANY

UNOFFICIAL COPY

Property of Cook County Clerk's Office

89351551

COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE
10/12/2011 10:12:26 AM