

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

THIS INSTRUMENT WITNESSETH that the Grantor, MARILYN J. PETTY formerly known as MARILYN J. DANCEY and formerly known as MARILYN J. WAGENAAR, married to John L. Petty, of the Village of Homewood, County of Cook, State of Illinois, for and in consideration of Ten and 00/100 dollars (\$10.00) and other good and valuable considerations in hand paid, CONVEYS and WARRANTS to Marilyn J. Petty, as Trustee under the provisions of Declaration of Trust by Marilyn J. Petty dated the 19th day of September, 1989 and known as Trust Number 89-5, the following described real estate in the County of Cook, State of Illinois, to-wit:

LOT 21 IN BLOCK 3 IN SECOND ADDITION TO DOWNEY MANOR A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

c/k/a 18625 Lexington Avenue, Homewood, Illinois

P.I.N.# 32-06-123-006

Marilyn J. Petty's Address: 18625 Lexington Avenue Homewood, Illinois 60430

SUBJECT TO: covenants, conditions, easements and restrictions of record; and general real estate taxes for the year 1989 and subsequent years.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said Declaration of Trust set forth, and upon the trusts and for the uses and purposes set forth in Exhibit "A" attached hereto and incorporated herein by reference.

The 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 said Grantor has hereunto set her hand and seal this 28th day of September, 1989.

Marilyn J. Petty (Signature) Marilyn J. Petty

Marilyn J. Wagenaar (SEAL) Marilyn J. Wagenaar

Marilyn J. Dancey (Signature) Marilyn J. Dancey

John L. Petty (SEAL) John L. Petty

STATE OF ILLINOIS)) SS) COUNTY OF COOK)

DEPT-04 \$13.25 T#1111 TRAN 4264 01/04/90 12:48:00 #9659 # -90-005785 COOK COUNTY RECORDER

I, the undersigned, A Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARILYN J. PETTY formerly known as MARILYN J. DANCEY and formerly known as MARILYN J. WAGENAAR, married to John L. Petty, personally known to me to be the same persons whose name they subscribed to the foregoing instrument, appeared before me this day in person, and 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 official seal, this 28th day of September, 1989.

This document prepared by: LEONARD J. LEROSE, JR., Attorney 1835 Dixie Hwy., Suite 202 Flossmoor, Illinois 60422

Notary Public Signature (Signature) NOTARY PUBLIC

ADDRESS OF PROPERTY: 18625 Lexington Avenue Homewood, Illinois 60430

MAIL TO: LEONARD J. LEROSE, JR. 1835 Dixie Hwy., Suite 202 Flossmoor, IL 60422

The above address is for statistical purposes only and is not part of this Deed



Send subsequent tax bills to: Marilyn J. Petty SEE ABOVE

"OFFICIAL SEAL" Louise F. Marinac Notary Public, State of Illinois My Commission Expires Jan. 22, 1992

Under provisions of Paragraph 18 of the Real Estate Transfer Tax Act. 9-28-89 Date Buyer, Seller or Representative

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Property of Cook County Clerk's Office

NOTARIAL SEAL
Laurie F. Moore
Notary Public, State of Illinois
My Commission Expires Jan 22, 2025

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EXHIBIT "A"

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said Declaration of Trust 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 praesenti 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 Declaration of Trust; 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 Declaration of Trust 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 Declaration of Trust 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.

If the title to any of 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 statute in such cases made and provided.

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