

UNOFFICIAL COPY

90077218

WARRANTY DEED IN TRUST

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, That the Grantor(s), New Haus Real Estate Development, an Illinois General Partnership, P.O. Box 152, Orland Park, IL, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and No/100 Dollars \$. 10.00, on hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant S 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 26th day of August 1989, and known as Trust Number 1-2912, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 8 in Block 9 in Beacon Hills a Subdivision of part of Sections 19, 20, 29, and 30, Township 35 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded January 9, 1968 ~~PPM~~ ^{REC'D BY RECORDER} Number 17748392 in Cook County, Illinois. T#9999 TRAN 0166 02/16/90 09:52:00

\$15.00

#9326 # G * - 90 - 077218
COOK COUNTY RECORDER

P.I.N. #32-30-213-008

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 as one part thereof, to dedicate parks, streets, alleys or allies and to create any subdivision or partition, 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 such 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 real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession in perpetuity, 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 demise the term of 199 years, and to renew or extend, alter, upon any terms and for any period or periods of time and to amend, change or modify leases and terms and provisions thereof, of any type or nature whatsoever, 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 division, to contract respecting the manner of having the amount of present or future rents, to participate in payment of taxes and other charges, to make or cause to be made any repairs, alterations and expenses or charges of any kind, to release, convey, assign, exchange, right, title or interest, in whole or in part, in 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, or any time or times hereafter.

In no case shall any party dealing with said Trustee or his successors 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 managed by said Trustee, or his successors in trust, be obliged to see the application of any purchase money, rent or monies 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 assume or see to the authority, necessity, expediency of any act or acts 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 or conveyance or assignment of title or interest 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, that the conveyance or assignment was in full force and valid, (3) 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 all amendments thereto, if any, and binding upon all beneficiaries thereunder, (4) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver, over such deed, trust deed, lease, mortgage or other instrument and (5) 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, cures and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither the said Bank, individually or as Trustee, nor its successors in trust, shall be liable, in law or equity, to any claim, judgment or decree for anything of or for any of their agents or attorneys may do or omit to do in respect of the said real estate or any part thereof, or in respect of the said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, and in full such liability being hereby expressly waived and released. Any contract, obligation or liability hereinafter created 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 or by said Trust Agreement as then amended, if any, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its name, as Trustee or its representatives, 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 insufficient for the payment and discharge thereof). All persons and corporations whatsoever and wheresoever 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 undivided, equal and proceeds arising from the sale of any other disposition of said real estate, and such interest in undivided, equal and proceeds arising from the sale of any other disposition of said real estate, legal or equitable, in or to said real estate, as such, but only an interest in the amounts, amounts and proceeds thereof as above set forth, intention herein 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 be required to produce the said Agreement of a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing has or will be registered in accordance with the true intent and meaning of the trust.

And the said grantor(s) hereby expressly warrant 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) aforesigned hereunto set their hands and seals this 10 day of July, 1989.

Ronald A. Schneideraitis, partner Christina A. Schneideraitis, partner
RECEIVED RECEIVED
RECEIVED RECEIVED
Otas V. Schneideraitis, partner Hertha M. Schneideraitis, partner

State of Illinois I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do
County of Cook hereby certify that New Haus Real Estate Development,
an Illinois General Partnership, P.O. Box 152, Orland Park, IL
1204102

Personally known to me to be the same person(s) whose name(s) was(were) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they (she) (they) signed and delivered the said instrument as this (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 10 day of July, 1989.

Mary Kay Burke Notary Public

My Comm. Seal: Official Seal

PALOS BANK AND TRUST COMPANY
1000 N. Cicero Avenue • Chicago, IL 60642
Telephone (312) 635-1000 • Fax (312) 635-1000

TRUST DEPARTMENT
TB-1-3227-10-731 Record from ALLIANA FINANCIAL INC.

90077218

For information only insert street address of above described property.

416 West Concord Drive

Chicago Heights, IL 60411

Permanent Tax Number 32-30-213-008

This space for office of recorder and referee stamp

EXEMPT UNDER PROBATE
Real Estate Transfer Tax Act
DATE
12/1/89

BUYER SELLER REPRESENTATIVE
John H. Schmidkau

Document Number

SIC 12006

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