

482993

WARRANTY DEED IN TRUST

UNOFFICIAL COPY

30231947

THIS INDENTURE WITNESSETH, That the Grantor, **Frank Ogonowski and Marie L. Ogonowski, Husband and Wife**

of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **Ten and No/100ths** Dollars (\$10.00**), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey **_** and Warrant **_** 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 **5th** day of **May**, 1990, and known as Trust Number **90-665**, the following described real estate in the County of **Cook** and State of Illinois, to-wit:

Lots 18 and 19 in Frank DeLugach's 87th Street Highlands, Being a Subdivision of the North 1/2 of the Northeast 1/4 of Section 5, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 24-05-203-005 and 24-05-203-006

Commonly Known as: 5639 W. 89th Street, Oak Lawn, IL 60453

This is Non-Homestead Property

90231947

SUBJECT TO Real Estate Taxes for the Second Installment of 1989 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 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 with all, to grant options or participations to sell or any interest to convey either with or without consideration, to convey said real estate 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 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 398 years, and to renew or extend leases upon any terms and for any periods 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, assign any right, title or interest in or about or 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 the Trustee, or any successor in trust, 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 income, 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 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, lease or 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, (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 State Bank of Countryside, individually or as Trustee, nor its successors or executors 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 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 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 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 hands or possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatever shall be charged with notice of this condition from the date of the filing for record of the Deed.

The interest of each and every beneficiary hereinunder 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 no interest is hereby declared to be personal property, and no beneficiary hereinunder 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 herein 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 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 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 or true intent and meaning of the trust.

And the said grantor, **S.** hereby expressly waive 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 he **S.** hereunto set **that** **hand**, and

Year **S.** this **16th** day of **May** **1990**.

[Signature] **Frank J. Krzyminski** **[Signature]** **Marie L. Ogonowski** **[Signature]**

[Signature] **Guardian** **[Signature]**

State of **Illinois**, **SS**, I, **Notary Public** in and for said County, in the state of aforesaid, do hereby certify that **Frank Ogonowski** and **Marie L. Ogonowski**, as authorized by the Probate Court,

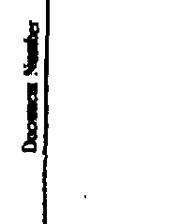
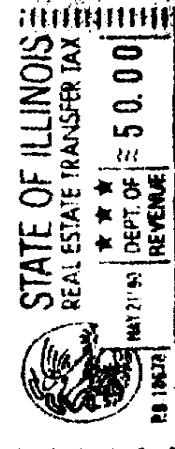
personally known to me to be the same person whose name is **A.B.** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument **authorized by the court and file**, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal and this **17th** day of **May**, **1990**.

Notary Public

Prepared by: **Edward J. Krzyminski, Attorney**
2215 W. 47th Street
Chicago, IL 60609
(312) 247-6466

Mail to: **STATE BANK OF COUNTRYSIDE**
6724 ROBERT ROAD • **COUNTRYSIDE, ILLINOIS 60525**
(312) 483-1000



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
MAY 20 90 DEPT. OF REVENUE
PA 1990
269990

Court Seal
REAL ESTATE TRANSACTION
REVENUE STAMP MAY 20 90
\$05.00

Notary Seal
REAL ESTATE TRANSACTION
REVENUE STAMP MAY 20 90
\$05.00

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• DEPT-01 RECORDING \$13.25
• T#9999 TRAN 5607 05/21/90 12:07:00
• #3442 G #-90-234947
• COOK COUNTY RECORDER

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