

WARRANTY DEED IN TRUST

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90262492

The above space for recorder's use only

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51833250 W

Exempt under paragraph E, section 4, Illinois Real Estate Transfer Act. November 25, 1987

THIS INDENTURE WITNESSETH, That the Grantor(s), James J. Matzuka, married to Paula Matzuka of the County of Grundy and State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid, and of other good and valuable consideration, receipt of which is hereby dully acknowledged, Convey(s) and Warrant(s) under the First American Bank of Will County, an Illinois 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 30th day of August, 1982, and known as Trust Number 874-82, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 260 IN CREEKSIDE SUBDIVISION PHASE III, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 SECTION 17, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 31-17-318-017

Commonly known as: 6328 Sunflower, Matteson, Illinois 60443

DEPT-01 RECORDING \$13.25
7#4444 TRAN 4731 06/05/90 13:40:00
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Permanent Index Number:

SUBJECT TO THIS IS NOT THE HOMESTEAD PROPERTY OF THE SELLER OR HIS SPOUSE.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the use 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 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 a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, power and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to 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 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 hereafter, to contract to make leases and to grant options to lease 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 or encumbering 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 executed 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 hereunder, (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 conditions that neither the First American Bank of Will County, 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 that they or any of 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 contracted 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 or their attorneys in fact, in trust, irrevocably appointed for such purposes, or at the direction 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 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 interest, legal or equitable, in or to said real estate or such, but only interest in the earnings, avails and proceeds thereof as aforesaid, the distribution hereof being to vest in said the First American Bank of Will County the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title in 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 amended, 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 real estate 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 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 aforesaid has hereunto set His hand and seal this 18th day of May 1990

James J. Matzuka (SEAL)
James J. Matzuka (SEAL)

State of Illinois ss. I, the undersigned a Notary Public in and for said County, in County of Will do hereby certify that James J. Matzuka to Paula Matzuka

"OFFICIAL SEAL" Patricia C. Spreitzer Notary Public, State of Illinois My Commission Expires 2/10/94

person known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is 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 18th day of May 1990

This document was prepared by & Mail Tax Bill to JAMES J. MATZUKA 2080 ISLAND DRIVE, MORRIS, IL. 60450

RETURN TO FIRST AMERICAN BANK OF WILL COUNTY JOLIET, ILLINOIS 60434

This space for affixing Riders and Revenue Stamps

90262492

Document Number

For information only insert street address of above described property.

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5/13/2010

Property of Cook County Clerk's Office

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OFFICIAL SEAL  
Patricia C. Spitzer  
Notary Public, State of Illinois  
My Commission Expires 02/10/14