

COOK COUNTY, ILLINOIS
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90317823

WARRANTY-DEED IN TRUST

The above space for recorder's use only

7405-09-22

THIS INDENTURE WITNESSETH, That the Grantor, Clearview Construction Corporation, an Illinois Corporation of the County of Cook 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 considerations, receipt of which is hereby duly acknowledged, Convey and Warrant and unto COLE TAYLOR BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trust within the State of Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 13th day of August, 19 86, and known as Trust Number 4612, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 65 in Eagle Ridge Estates Unit 1, being a subdivision of part of the North one-half of the Southeast quarter and the East one-half of the Southwest quarter of Section 32, Township 36 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

Tax Number: 27-32-400-008
Property: 17946 Davids Lane, Orland Park, Illinois

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP
JUL 3 '90
11424
26.00

13.00

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto 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 impose, execute, defend and enforce said real estate or any part thereof, to dedicate parks, streets, highways or alleys to use as any utility easement or part thereof, and to execute and deliver any deed, mortgage, lease, or other instrument in purchase, to sell in any form, to convey either with or without consideration, to convey said real estate or any part thereof to any 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 execute, 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 lease to any person 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 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 in lease and options to renew leases and options to purchase the whole or any part of the real estate and to contract respecting the manner of exercising the aforesaid powers 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 claim 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 way 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 lawfully received or collected 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 act done, 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 Deeds and every person relying upon or claiming under any such conveyance, lease or other instrument. 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 or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, to their said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every use hereof, lease, mortgage or other instrument and 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 it, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither COLE TAYLOR BANK 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 it or they or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of the Deed or said Trust Agreement or any amendment thereof, or for any liability being heretofore expressly waived and released. Any contract, obligation or indebtedness incurred or incurred by the Trustee in connection with said real estate may be entered into in the name of the then beneficiaries under said Trust Agreement or their attorney-in-fact, to be expressly approved 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 liability whatsoever with respect to any such contract or obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be available for the payment and discharge thereof). All persons and corporations who severally or jointly shall be charged with notice of this condition from the date of the date of recording of this Deed. The interests 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 no estate is hereby declared in the 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 interest hereof being to vest in said COLE TAYLOR 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 Deeds is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words, "in trust," or "subject to conditions," or words of similar import, in accordance with the statute in such case made, 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 lien created involving the registered lands 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 benefits under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution of otherwise.

In Witness Whereof, the grantor and aforesaid have hereunto set their hand and day of June, 19 90.

Peter Voss (SEAL) Clearview Construction Corporation (SEAL)
Peter Voss, Pres. Corporation
Peter Voss Jr. (SEAL)
Peter Voss Jr. (SEAL)

State of Illinois)
County of Cook) ss. I, Susan Lenart, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Peter Voss, President and Peter Voss, Jr., Secretary of Clearview Construction Corporation personally known to me to be the same person and whose name and 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.

"OFFICIAL SEAL"
SUSAN LENART
Notary Public, State of Illinois
My Commission Expires Aug. 20, 1991

Susan Lenart
Notary Public

GRANTEE

This Instrument Prepared By:
Atty. Harry De Bruyn
15252 S. Harlem Avenue
Orland Park, Illinois

COOK COUNTY DEPT. OF REVENUE
JUL 3 '90 DEPT. OF REVENUE
52.00

STATE OF ILLINOIS
DEPT. OF REVENUE
52.00

Document Number

90317823

MAIL TO:
COLE TAYLOR BANK

Cole Taylor Bank
7001 South Cicero Avenue
Chicago, Illinois 60652

For information only insert street address of above described property.

Box 333

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