

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor(s), DAVID J. HELMER and DAWN M. HELMER, husband and wife of the County of Cook and State of Illinois, for and in consideration of the sum of TEN & 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey(s) and Warrant 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 16th day of August, 19 91, and known as Trust Number 1-3163, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 179 in Elmore's Parkside Terrace being a Subdivision of the East 1/2 of the South East 1/4 of Section 5, Township 37 North, Range 19 East of the Third Principal Meridian, in Cook County, Illinois.

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 any part thereof, to dedicate parks, streets, highways or alleys and to make any subdivision or part thereof, and to resubdivide said real estate as often as desired, in contract or otherwise, to grant options to purchase, to sell in any form, to convey either with or without consideration, in conveyance, 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, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, as any part thereof, from time to time, in possession or reversion, by lease to commence in possession as 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 999 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 terms thereof at any time or times hereafter, to consent 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 real estate and to contract regarding the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for any real or personal property, to grant easements or changes of any kind, to release, convey or deal in any right, title or interest in or about or 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, restricted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see 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, conditions and limitations of any act of said Trustee or any other instrument executed by said Trustee, as 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 and claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery of the trust created by this instrument and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in compliance with the terms, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, 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 such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made in a successive or successive 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 the said Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected in 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 this deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening to or about said real estate, any 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 or by said Trust Agreement as their attorney-in-fact, but not individually 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 such contract, obligation or indebtedness except only in 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 parties and beneficiaries who transfer or otherwise 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, profits and proceeds resulting 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 or interest, legal or equitable, in or to said real estate, as such, but only an interest in the earnings, profits and proceeds thereof as aforesaid, the intention hereof being in part to 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 file in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "trust agreement," or "trust instrument," 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 of 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.

Notwithstanding to the said real estate, (a) any and all right or benefit under any will, trust or 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 ha(s)(ve) hereunto set (his) (her) (their) hand(s) and seal(s) this 16th day of August, 19 91.

DAVID J. HELMER (SEAL) DAWN M. HELMER (SEAL)

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 DAVID J. HELMER and DAWN M. HELMER, husband and wife

Personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument as (his) (her) (their) free and voluntary act, for the uses and purposes therein, including the release and waiver of the right of homestead. Notary Public, State of Illinois, seal this 16th day of August, 19 91. My Commission Expires March 28, 1995. Sharon M. Laduiski, Notary Public

Palos Bank and Trust TRUST AND INVESTMENT DIVISION 12925 S. Halsted Ave., Palos Heights, IL 60463 (708) 418-4115

For information only insert street address of above described property. 9404 South Parkside Oak Lawn, Illinois 60453 City State Permanent Tax Number 24-05-415-011

DEPT-D1 RECORDING \$13.29 164444 TRAM 2276 09/11/91 12:12:00 49457 & D 93-4-71707 COOK COUNTY RECORDER



MAIL TO BOGDAN N. DERONT GOLDSTEIN, SKRODZKI, RUSSIAN, NENEC AND HOFF, LTD. 3525 S. 94th Avenue, Suite 601 Orland Park, IL 60462 (403-6030)

Property

1071707

Exempt under provisions of Paragraph 5, Section 4, Real Estate Transfer Tax Act. Buyer, Seller or Representative Date 7-16-91

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Property of Cook County Clerk's Office



State of Illinois

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