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WARRANTY DEED IN TRUST

91646319

The above space for recorder's use only

Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act.

10-15-91

Date

Buyer, Seller or Representative

A990392

THIS INDENTURE WITNESSETH, that the Grantor, DONALD O. AND JOYCE TOMES, his wife

of the County of COOK and State of Illinois for and in consideration of the sum of TEN AND NO/----- Dollars ($ 10.00 ), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto COLE TAYLOR BANK/FORD CITY, 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 23rd day of September 19 91 and known as Trust Number 91-2047, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 10 in Bell Oak Estates, a Subdivision of Part of the West Half of the Northwest Quarter of Section 25, Township 37 North, Range 11, East of the Third Principal Meridian, Lemont Township, Cook County, Illinois

P.I.N. 22-25-105-010

COMMONLY KNOWN AS: 3 BELL OAK LANE, LEMONT, IL.

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SUBJECT TO

TO HAVE AND TO HOLD the said premises 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, 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 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 praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 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 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 or 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 consideration 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 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, 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 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 its successor or successors in trust in relation to said real estate shall be conclusive evidence in favor of every person 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 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 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.

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 subject to the lien of any judgment or decree for anything or otherwise owing to said Trustee, or any attorney or attorneys employed by said Trustee in connection with the property hereunder or under said Trust Agreement or any amendment thereto or for injury done to said property, howsoever arising, or for any and all such liabilities, as aforesaid, and such lien is hereby declared to be a prior lien upon said property, and said Trustee shall have no liability for any such contract, obligation or indebtedness incurred or entered into by the Trustee in connection therewith, and said Trustee may execute and deliver a release of any such lien upon such payment as their attorney in fact, hereinbefore mentioned, appointed for such purposes, or at the discretion of the Trustee, and said Trustee or its successor in trust and not individually, and the Trustee shall have no liability for any such contract, obligation or indebtedness incurred or entered into by the Trustee in connection therewith. All persons and all 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 hereinbefore mentioned of the beneficiaries under said Trust Agreement and of all persons claiming under them or any of them shall be and is hereby declared to be personal property, and the avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and the beneficiary hereunder shall have no 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 hereby being to vest in said COLE TAYLOR BANK/FORD CITY 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 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 provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extract therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the trust hereof and the terms 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 their hand and seal this 18th day of October, 1991.

(SEAL) Donald O. Tomes (SEAL)
DONALD O. TOMES

(SEAL) Joyce Tomes (SEAL)
JOYCE TOMES

State of Illinois
County of Cook } ss

I, Adrienne Z. Shaps, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Donald O. Tomes and Joyce Tomes, his wife

personally known to me to be the same persons whose names are 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.

Given under my hand and official seal, this 18th day of October, 1991.

"OFFICIAL SEAL"
Adrienne Z. Shaps
Notary Public, State of Illinois
My Commission Expires March 26, 1994

Notary Public

GRANTEE

MAIL TO:

COLE TAYLOR BANK

Cole Taylor Bank/Ford City
7601 South Cicero Avenue
Chicago, Illinois 60652

3 BELL OAK LANE, LEMONT, ILLINOIS

For information only insert street address of above described property

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Property of Cook County Clerk's Office

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