

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

91679841

DEPT-G1 RECORDING

\$12.50

The above space for recording is valid only from 9/15/91 12:27:00 to 10/31/91 10:57:00

THIS INDENTURE WITNESSETH, That the Grantor, JOSEPH and Maria Wojdyla, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars & no/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto FIRST NATIONAL BANK OF NILES, ILLINOIS, a National Banking Association duly organized and existing under the National Banking Laws 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 26th day of November, 1991, and known as Trust Number 224, the following described real estate in the County of Cook and State of Illinois, to-wit: THAT PART OF LOTS 14 AND 15 LYING WEST OF THE CENTER LINE OF MILWAUKEE ROAD IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THAT PART LYING WEST OF THE EAST LINE OF ROAD OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EAST LINE OF LOTS 38, 39 AND 40 AND SOUTH OF THE NORTH LINE OF LOT 38 EXTENDED EAST TO THE CENTER LINE OF MILWAUKEE ROAD, AFORESAID LOTS IN SHEKLETON'S ORIOLE PARK, BEING A SUBDIVISION OF PART OF LOTS 14, 15, 16 AND 17 OF CIRCUIT COURT PARTITION AFORESAID, IN COOK COUNTY, ILLINOIS.

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with its 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 or re-establish or part thereof, and to reestablish said real estate as often as desired, to contract to sell, to grant options to purchase, to sell or by 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 by deed 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 and sublease, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or in future, and upon any terms and for any period or periods of time, but extending 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 to lease and options to renew leases and options to purchase the whole or any part of the premises and to contract relating to the amount of money to be paid or received in present or in future, 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 waive any right, title or interest in or about or connected with 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 and means specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, be required to search the records of said real estate, or to whom said real estate or any part thereof shall be conveyed, mortgaged or otherwise encumbered 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 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 that if the conveyance is made to a person or persons in trust, that such successor or successor in trust has 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 First National Bank of Niles, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, demand or decree for anything if or they or its or their agents or attorneys may do or omit to do in or about the said real estate or in relation to this deed or this 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 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 actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the date of recording 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 no 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, avails and proceeds therefrom as aforesaid, the intention hereof being to vest in said First National Bank of Niles 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 with 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 extracts therefrom, as evidence that any transfer, charge or other dealing 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 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, Joseph and Maria Wojdyla, hereunto set their hand, and seal, this 26th day of December, 1991.

Joseph Wojdyla [SEAL] Maria Wojdyla [SEAL]
JOSEPH [SEAL] MARIA [SEAL]

I, John A. Kol, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that JOSEPH and Maria Wojdyla

personally known to me to be the same person, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

JOHN A. KOL, Notary Public, for the use and purpose therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 26th day of December, 1991.

Notary Public

FIRST NATIONAL BANK OF NILES
7100 Oakton Street, Niles, Illinois 60648

7730 N Milwaukee Avenue
For information only first and last names of above described property.
Niles, Ill

51230037 B

12/14/91
John A. Kol

This space for affixing Stamps and other Stamps

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Document Fee

MAIL TO

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11/20/2017

Property of Cook County Clerk's Office

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