

WARRANTY DEED IN TRUST

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, That the Grantor, F.I.D.C., INC.

of the County of **COOK** and State of **ILLINOIS**, for and in consideration
of the sum of **TEN DOLLARS ----- Dollars (\$10.00-----)**,
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged,
Convey **S** and Warrant **S** unto State Bank of Countryside 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 a certain Trust Agreement, dated the **15TH** day of **JANUARY**, **19** **87**
and known as Trust Number **87-230**, the following described real estate in the County of **COOK**
and State of Illinois, to wit:

LOTS 52 AND 68 IN TIMBERS ESTATES PHASE I, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 27 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 27-37-400-003-0000 PIQ & OP

North Street & Market

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORD
AND GENERAL TAXES FOR 1990 AND SUBSEQUENT YEARS

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 or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide 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 donees or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedite, 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, for any term or periods of time, and to renew or extend leases upon any term or for any period of time, and to cancel, 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 reservation 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 covenants or charges of any kind, to release, convey or assign any right, title or interest in or about or of 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 to give 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 the Trustee or any successor in trust in relation to said real estate, or to whom said real estate, or any part thereof shall be, invested, 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 any 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 in reliance upon any such conveyance, lease or other instrument, that at the time it is delivered thereto the trust created by this Indenture and by said Trust Agreement was in full force and effect, 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 trusts created thereby, and binding upon all beneficiaries hereunder, for his 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 his or their predecessor in title.

in trust. This conveyance is made upon the express understanding and condition that neither State Bank of Iowa nor its successors or successors-in-trust shall assume in any personal liability to be subjected to any claim, judgment or decree for anything it or they or its agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Five Year End Trust Agreement or any amendment thereto or for injury to person or property happening in or about said real estate by any of such liability, notwithstanding express or implied release of any contract, obligation or indebtedness incurred in connection therewith, and the trustee is hereby relieved of all responsibility for the name of the other beneficiaries under this Agreement and their attorney in fact herein, irrespectively of the date hereof, at the election of the Trustee in his discretion.

The Trustee of an express trust and not individually, and the Trustee shall have no right to act whatsoever with respect to any 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 their payment and discharge thereof. All persons and corporations whomsoever and wheresoever shall be engaged with notice of this document from the date of this filing for record of the 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 of any other disposition of such 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, except such but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intent on hereof being to vest in said State Bank of County side the entire beneficial interest hereinabove mentioned in trust to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, The Registrar of Titles is hereby directed not to register or re-register in the certificate of title or duplicate thereof or memorial the words "in trust" or "upon condition" or with limitations or warranty or 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 copy or abstract or any extract therefrom as evidence that any transfer, charge or other dealing involving the registration of lands is in accordance with the true intent

and the said grantor S. hereby expressly waive S. and release S. any and all right to benefit under and by virtue of any and all laws of the State of Illinois now existing for the exemption of homesteads from sale on execution of debts as

In Witness Whereof, the grantor S aforesaid has hereunto set S his hand S and

ATTEST: *[Signature]* SR. V.P. *[Signature]*

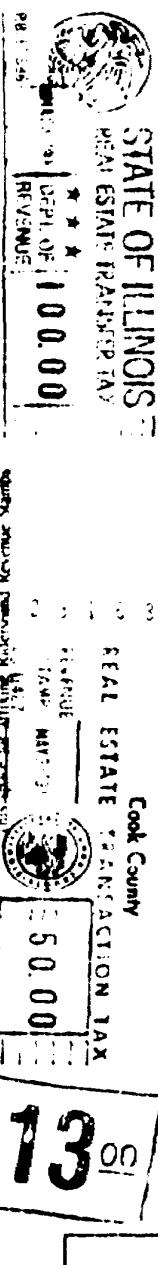
State of IL I, BENICIAH REGGINS, a Notary Public in and for said County
County of COOK } in the state of aforesaid, do hereby certify that JEANETTE M. FUNKTION PERSONALLY
KNOWN TO BE SR. VICE PRESIDENT OF F.I.D.C., INC. AND DENISE R. REGAN
PERSONALLY KNOWN TO BE ASST. V.P. OF F.I.D.C., INC.

personally known to me to be the same person S whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that **THEY** THEIR

I 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.**

Prepared by: DENISE R. REGAN
F.I.D.C., INC. 16406 S. LATHROP AVENUE
HARVEY, IL 60426

Mail to: STATE BANK OF COUNTRYSIDE



مکالمہ ایضاً

UNOFFICIAL COPY

Property of Cook County Clerk's Office
91207767

2-946

1991 FEB -3 PM 2:37