

UNOFFICIAL COPY

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WARRANTY DEED IN TRUST

The above space for recorders use only

THIS INDENTURE WITNESSETH, That the Grantor(s), AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA of the County of _____ and State of FLORIDA for and in consideration of the sum of TEN AND XX/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 19th day of October, 1990, and known as Trust Number 1-20671, the following described real estate in the County of COOK and State of Illinois, to-wit: 1-3144

LOTS 25 AND 26 IN BLOCK 1 IN J. R. CROCKER'S ADDITION TO SOUTH CHICAGO SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property # 21-31-204-045

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 vacate any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell or 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 successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, 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 leases to commence 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 demise 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 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 any real or personal property, to grant easements or charges of any kind, to release, convey, assign any right, title or interest in or about or encumbrance on said real estate or any part thereof, and to deal with said real estate in 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.

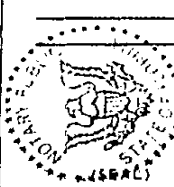
In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see the application of any purchase money, rent or money borrowed as 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 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 in 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, (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.

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 to any claim, judgment or decree for anything if they or its 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 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 trust beneficiary under said Trust Agreement or their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee in his own name, as Trustee or 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 whomsoever and whatsoever 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, avails and proceeds arising 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, avails and proceeds thereof as above and the intention hereof being to vest in 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 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 "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall 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 registered lands is in accordance with the true intent and meaning of the trust. The trust beneficiary hereby irrevocably and exclusively waives and releases any and all right or benefit under 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 ho(s)(ve) hereunto set (his) (her) (their) hand(s) and seal(s) this 28th day of May 1991 (SEAL) Ellis McKay (SEAL) (SEAL) Ellis McKay, SVP (SEAL)

State of Florida, the undersigned, as Notary Public in and for said County, in the state aforesaid, do County of Dade hereby certify that Ellis McKay, Senior Vice President



Personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he) (she) (they) signed, executed and delivered the said instrument as (his) (her) (their) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. My commission expires this 28th day of May, 1991. Sherry S. Schmitt Notary Public

MAIL TO: Grantee's Address:

Palos Bank and Trust TRUST AND INVESTMENT DIVISION 12600 S. Harlem Ave., Palos Heights, IL 60463 (708) 448-4115

TRUST DEPARTMENT

119-1-32 (4-110-73) Reprinted from DELAWARE FINANCIAL, INC.

Mail to: Stephen Milott 203 N. LaSalle St #1650 Chicago, IL 60601

For information only insert street address of above described property.

3004 E. 79th Place

Chicago, IL

City State

Permanent Tax Number 21-31-204-045

MAY 28 31 13:23 CHICAGO-LOOP

First American Title Order #

CF40397

025272520 91272520

This space for affixing officers and revenue stamps

Document Number

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STATE OF ILLINOIS

IN SENATE, FEBRUARY 28, 1900.
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE
ON THE LANDS BELONGING TO THE STATE OF ILLINOIS
AND THE LANDS BELONGING TO THE UNITED STATES
AND THE LANDS BELONGING TO THE STATE OF ILLINOIS
AND THE LANDS BELONGING TO THE UNITED STATES

Property of Cook County Clerk's Office

PROPERTY OF THE CITY OF CHICAGO
DEPT. OF REVENUE (600-91)
NO. 1675-011

STATE OF ILLINOIS
DEPT. OF REVENUE
NO. 90.00

6152520

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31-31-00-082

PAID BY BANK AND BANK

DEPT. OF REVENUE

COOK COUNTY CLERK'S OFFICE