

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

91-61-72
91341031

THIS INDENTURE WITNESSETH, That the Grantor, MARY LYNN JELLISON
E/k/a MARY LYNN WOJCIK married to CHARLES F. JELLISON
of the County of Cook and State of Illinois, for and in consideration
of the sum of TEN and 00/100 Dollars (\$10.00),
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey
and Warrant unto MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and
existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and
execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the
28th day of May 1991, and known as Trust Number
91-61-72, the following described real estate in the County of Cook and State
of Illinois, to-wit:

LOT 159 IN WINSTON PARK UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTH
EAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN ACCORDING TO THE PLAT DOCUMENT 16291419 IN COOK COUNTY,
ILLINOIS.

PIN: 15-03-220-014-0000 VOLUME 154

DEPT-01 RECORDING \$13.29
T#5554 TRAN 4025 07/10/91 10:44:00
#5082 \$ E * 91-341031
COOK COUNTY RECORDER

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 or any part
thereof, to dedicate parks, streets, highways or alleys and 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 or 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, pledge or otherwise encumber said real estate, or any part
thereof, to lease and real estate, or any part thereof, from time to time, in person or otherwise, 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 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 real estate and to contract respecting the payment 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 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 acts 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 in 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 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, (it being the intent of the
delivery thereof that 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 the Indenture and in said Trust Agreement and
in all antecedents thereof, if any, and binding upon all beneficiaries thereunder, (it) 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 (ii) 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 it, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Midwest Bank and Trust Company, 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 it or they or its or their agents or attorneys may do or omit to do in or about the said real estate 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 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 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 aforesaid, the intention hereof being to vest in said
Midwest Bank and Trust Company 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 "upon condition," or "with limitations," or words of
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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of
this Deed.

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 grantors aforesaid have hereunto set their hands and
seals this 26th day of JUNE 1991

Mary Lynn Jellison [SEAL] Charles F. Jellison [SEAL]
MARY LYNN JELLISON [SEAL] CHARLES F. JELLISON [SEAL]
E/k/a MARY LYNN WOJCIK [SEAL]

State of ILLINOIS I, Louis J. Prempas a Notary Public in and for said County, in
County of COOK the state aforesaid, do hereby certify that MARY LYNN JELLISON
E/k/a MARY LYNN WOJCIK married to CHARLES F. JELLISON

personally known to me to be the same person(s) whose name(s) 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 notarial seal this 26th day of JUNE 1991

Louis J. Prempas
Notary Public

OFFICIAL SEAL
Louis J. Prempas
Notary Public, State of Illinois
My Commission Expires 9/22/91

Midwest Bank and Trust Company
Elmwood Park, Illinois

902 Winston Drive, Addison Park
For information only insert street address of above described property.

This space for affixing of Tax and Revenue Stamps

Document Number
91341031

1329

UNOFFICIAL COPY

9111031

Property of Cook County Clerk's Office



MAIL TO: RJ MONTANE
1807 N ALDREDWAY
MICHIGAN ST, ILL
60160