

UNOFFICIAL COPY 92468122

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, John Bellas and Joy Bellas,
his wife,

of the County of Cook and State of Illinois, for and in consideration
of the sum of Ten and 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 Eleventh day of June, 1992, and known as Trust Number 788, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot Sixty-Seven ----- (67)

Lot Sixty-Eight ----- (68)

In Second Addition to Grennan Heights, being a Subdivision in the South Half ($\frac{1}{2}$) of the South Half ($\frac{1}{2}$) of Section 24, Town 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.T.N. 09-24-417-072 Volume: 92

Commonly Known As: 8105 N. Oconto Avenue, Niles, Illinois 60648

• DEPT-11 RECORD - T
• T#8888 TRAN 8583 06/26/92 14:00:00
• \$599 + E *--92-468122
• COOK COUNTY RECORDER

\$25.50

SUBJECT TO

This space for affixing Rider and Recorder Stamp

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 subdivid said real estate or any part thereof, to dedicate parks, streets, highways or alleys, and to vacant any subdivision or part thereof, and to subdivid said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on long terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successor 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, for possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, notwithstanding in the case of any single lease the term of 108 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 provs. along thereof at any time or times hereafter, to contract to make leases and to give options to lease and options to renew leases and options to purchase the whole or any part of the reversion and reversionary interest in the same, fixing the amount of payment or failure, and to partition or to exchange said real estate, and part thereof, for other real or personal property, to grant easements or charges of any kind, to retain, convey, assign, and right to let, or let out, in and about or adjacent to said real estate, or any part thereof, not 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 do in with the same, whether similar to or different from the way 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 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 conclusively 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 thereto, 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, estates, rights, powers, authorities, duties and obligations of said title on their creation 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 successors or successors in trust, shall be personally liable or obligated in any manner, direct or indirect, 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 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 enforced 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 as 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 whomever 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 cast 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, the Registrar of Titles is hereby directed not to register or note in the certificates 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, John Bellas, aforesaid has hereunto set his hand and seal this 20 day of June, 1992.

John Bellas [SEAL] Joy Bellas [SEAL]

[SEAL] [SEAL]

State of Illinois
County of Cook
his wife, are

v. VASILIKI BILLIE SELIMOS, Notary Public in and for said County, in the state aforesaid, do hereby certify that John Bellas and Joy Bellas,

personally known to me to be the same persons whose name is B. B.P.C. 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 20 day of June, 1992.

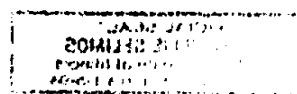
Vasileiki Billie Selimos
Notary Public

"OFFICIAL SEAL"
VASILIKI BILLIE SELIMOS
Notary Public, State of Illinois
My Commission Expires 1-6-94

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Mail To: V. Billie Selimos
Attorney-At-Law
8385 Archer Road
Willow Springs, IL. 60480



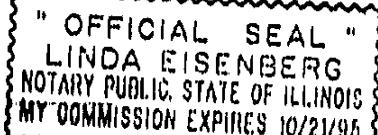
UNOFFICIAL COPY

STATEMENT AS GRANTED AND CHARTERED

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated June 26, 1992 Signature: Vasiliki B. Selimos
Grantor or Agent

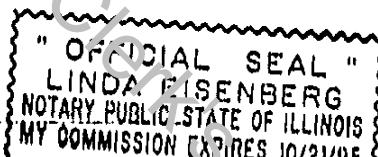
Subscribed and sworn to before
me by the said VASILIKI B. SELIMOS
this 26th day of June,
1992.
Notary Public Linda Eisenberg



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated June 26, 1992 Signature: Vasiliki B. Selimos
Grantee or Agent

Subscribed and sworn to before
me by the said VASILIKI B. SELIMOS
this 26th day of June,
1992.
Notary Public Linda Eisenberg



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or AB1 to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)