

**UNOFFICIAL COPY**

**WARRANTY DEED IN TRUST**

**92567360**

THIS INDENTURE WITNESSETH, That the Grantor, S., PATRICK MURPHY AND  
FLORENCE MURPHY, HIS WIFE,

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 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 23rd day of July, 1991,  
and known as Trust Number 91-1070, the following described real estate in the County of Cook  
and State of Illinois, to-wit:

Lot 15 in McMahon's Subdivision of Lot 4 in Loth's Resubdivision of Lots 7 and 8 in Frederick H. Bartlett's 93rd Street Farms, being a Subdivision of the Northwest 1/4 of the Southeast 1/4 and part of the West 1/2 of the Northeast 1/4 of Section 2, Township 37 North, Range 12, East of the Third Principal Meridian, also Lot 4 in Klavac's Resubdivision of Lots 9 and 10 in Frederick H. Bartlett's 93rd Street Farms aforesaid, in Cook County, Illinois.

Property Address: S.E. Corner 91st Street & 83rd Court  
Hickory Hills, Illinois

P.I.N.: 23-02-400-055  
SUBJECT TO

**TO HAVE AND TO HOLD** the said real estate with the appurtenances, upon the trust, 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 create any subdivision, or part thereof, and to re-sell 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 a trustee 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 have said real estate, 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, not exceeding in the case of any single demise the term of 128 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 fee简单 and provisions thereof at any time or times hereafter, to continue to make leases and to grant options to lease and options to renew leases and option 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 other 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 of easement appurtenant to said real estate or of 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 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 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 the 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 Registrars of Titles of said county, relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its 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 in succession 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 State Bank of Countryide, individually or as Trustee, nor its successor or successors in trust shall incur 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 Deed, as said Trust Agreement in any amendment thereto, or in any manner, 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, to be so entered into as set forth in the name of the then beneficiaries under said Trust Agreement as their attorney in fact, hereby irrevocably appointed him, 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 State Bank of County, via 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 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 intent and meaning of the parties.

and meaning of the trust. S hereby expresses waives, and release any and all right or benefit under and by virtue of any and all title to the State of Illinois, including for the exemption of homestead from sale on execution or otherwise.

In Witness Whereof, the grantor S. A. V. E., aforesaid has hereunto set their hand this 30<sup>th</sup> day of July 1943.

seal 30 this 3 day of [SEAL] (SEAL)  
PATRICK MURPHY [SEAL]  
*Patrick Murphy* [SEAL] (SEAL)  
FLORENCE MURPHY [SEAL]  
*Florence Murphy* [SEAL] (SEAL)

State of ILLINOIS I, \_\_\_\_\_ a Notary Public in and for said County,  
County of COOK } ss in the state of aforesaid, do hereby certify that Patrick Murphy and  
Florence Murphy his wife

" OFFICIAL SEAL personally known to me to be the same person S. whose nameS are  
PATRICK J. GRIFFIN subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that  
NOTARY PUBLIC, STATE OF ILLINOIS they signed, sealed and delivered the said instrument as their  
MY COMMISSION EXPIRES free and voluntary act for the use and purposes therein set forth, including the release and waiver of the

Prepared by:  
Patrick J. Griffin  
10001 South Roberts Road  
Palos Hills, Illinois 60465  
**STATE BANK OF COUNTRYSIDE**

(708) 485-3100

U.S. Patent 15,330,011

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Property of Cook County Clerk's Office

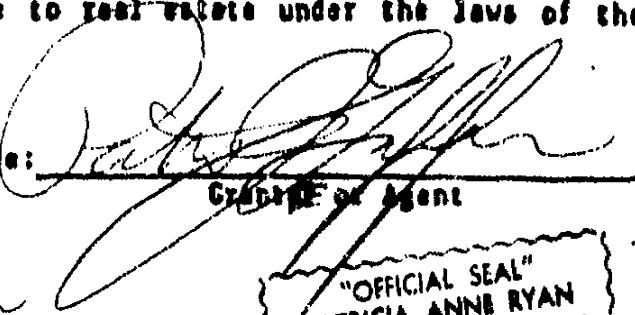
92567360

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## STATEMENT BY GRANTOR AND GRANTEE

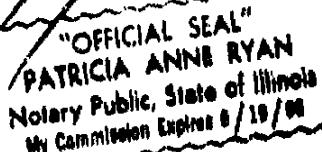
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate 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 July 30, 1992 Signature: 

Grantor or Agent

Subscribed and sworn to before  
me by the said PATRICIA J. RYAN  
this 30 day of July,  
1992.

Notary Public



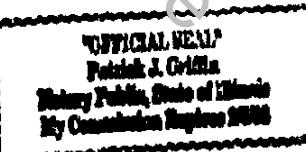
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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 July 30, 1992 Signature: 

Grantee or Agent

Subscribed and sworn to before  
me by the said PATRICIA J. RYAN  
this 30 day of July,  
1992.

Notary Public



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 At) to be recorded in Cook County, Illinois, if except under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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