

COLE TAYLOR BANK

92637986

WARRANTY-DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, that the Grantors Gary R. and Mary M. Leon

of the County of Cook and State of Illinois, for and in consideration of the sum of TEN Dollars (\$ 10.00 ), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto COLE TAYLOR BANK, 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 Trustees under the provisions of a certain Trust Agreement, dated the 14th day of July, 1992, and known as Trust Number 94-4158, the following described real estate in the County of Cook and State of Illinois, to wit:

LOT 1 (EXCEPT THE SOUTH THREE FEET THEREOF) IN W.F. KAISER AND COMPANY'S GARDEN SUBDIVISION OF THE EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

92637986

1275253

COOK COUNTY RECORDER DEPT. OF RECORDING TRAM 2870 08/27/92 16:02:00

GRANTEE'S ADDRESS 4956 North Austin Avenue, Chicago, IL 60630

PIN 13-08-323-038

SUBJECT TO General Real Estate Taxes for 1991 and subsequent years;

Covenants, conditions and restrictions of record.

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 as 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 and to vacate any subdivision or part thereof, and to 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 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, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any term 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 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 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 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 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. (a) That at the time of delivery hereof 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 and 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, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor or trust.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under the same or any of them shall be only in the earnings, dividends 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, dividends and proceeds thereof as aforesaid.

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 similar import, in accordance with the statute in such case made and provided.

And the said grantors hereby expressly waive and release 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 aforesaid has hereunto set hand and seal this 21st day of August, 1992.

(SEAL) Gary R. Leon (SEAL) MARY M. LEON

State of ILLINOIS, SS I, PAUL E. RUSSO, a Notary Public in and for said County, in the state aforesaid, do hereby certify that GARY R. LEON and MARY M. LEON

personally known to me to be the same person as whose name 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

OFFICIAL SEAL PAUL RUSSO NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8/10/93

Paul Russo Notary Public

MAIL TO: PAUL E. RUSSO, LTD. 7100 West Higgins Avenue Chicago, Illinois 60656 (312) 774-1288

Address of Property: 4956 North Austin Avenue Chicago, Illinois 60630

This instrument was prepared by: PAUL E. RUSSO 7100 West Higgins Avenue Chicago, Illinois 60656

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UNOFFICIAL COPY

**Deed in Trust**

WARRANTY DEED

ADDRESS OF PROPERTY

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TO



COLE  
TAYLOR  
BANK

Property of Cook County Clerk's Office

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