

5 B 16 4350 1992

THIS INDENTURE WITNESSETH, that the Grantor S. KATHLEEN J. COOK, divorced and not since remarried, and JAMES T. KIRKLAND married to BONNIE KIRKLAND

of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN (\$10.00) Dollars, (\$ 10.00)

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and Warrant unto Bank of Chicago/Garfield Ridge, an Illinois banking corporation of Chicago, 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 28th day of July, 1992, and known as Trust Number 89-7-15, the following described real estate in the County of Cook and State of Illinois, to-wit:

THE NORTH 130 FEET OF THE SOUTH 311 FEET OF THE EAST 107 FEET OF THE WEST 749 FEET OF THE SOUTH 25 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SUBJECT TO: All covenants, restrictions, easements, and conditions of record; and general taxes for the year 1991, and all subsequent years
Property address: 8036 W. 83rd St., Burbank, IL. Tax#18-35-202-026

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 THIS IS NOT HOMESTEAD PROPERTY

Full power and authority is hereby granted to said Trustee with respect to the real estate or any part or parts of it, and at any time or times 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 redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on an installment basis, 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, to lease, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in the present or in the 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 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 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 or assign any part, title or interest in or about or easement 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 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 the trust property, 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 trust property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof of the trust created by this Deed 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 herein and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries hereunder, (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 the Grantor, neither individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject 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 or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property having been 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 purpose, or as 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 the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described

If the title to any of the trust property is now or hereafter registered, the Registrar of Titles is hereby requested 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 Grantor S. 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 S. aforesaid have hereunto set their hand s and seal s this 20th day of August, 1992.

[Seal] K. J. Cook [Seal]
J. T. K. Kirkland [Seal]

STATE OF ILLINOIS
COUNTY OF COOK

I, GERALD A. VENKUS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KATHLEEN J. COOK and JAMES T. KIRKLAND married to BONNIE KIRKLAND personally known to me to be the same person s whose name s subscribed to the foregoing instrument, appeared before me this 20th day in person and acknowledged that s signed, sealed and delivered the said instrument as s 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 20th day of August, 1992

Commission expires November 1
OFFICIAL SEAL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/1/95

Document Prepared By:
Gerald A. Venkus
5255 W. 95th St.
Oak Lawn, IL. 60458

ADDRESS OF PROPERTY:
8036 W. 83rd St.
Burbank IL. 60458
JUSTICE
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED

MAIL TO:
THOMAS P. RUSSIAN
7660 W. 67th PLACE
SUMMIT, IL 60501

SEND SUBSEQUENT TAX BILLS TO
DANNY DEVELOPMENT, INC
8856 WILLOW SPRINGS ROAD
WILLOW SPRINGS, IL 60480

DEPT-01 RECORDING
166666 TRAN 9128/92 14:32:00
47184 * 92-640348
COOK COUNTY RECORDER

926-10848

APPLX "RIDERS" OR REVENUE STAMPS HERE

DOCUMENT NUMBER

UNOFFICIAL COPY

DEED IN TRUST
(WARRANTY DEED)

TO

Bank of Chicago / Garfield Ridge
Chicago, Illinois
TRUSTEE

Property of Cook County Clerk's Office

326 10848



UNOFFICIAL COPY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

James T. Kirlano and Kathleen J. Clark, being duly sworn on oath,
states that he resides at 9 Robin Lane - Newkirk, IL

and that the attached deed is not in violation of
Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following
reasons:

1. Said Act is not applicable as the grantors own no property adjoining the premises described in said deed. (Existing Parcel)
- OR-
- the conveyance falls in one of the following exemptions permitted by the Amended Act which became effective July 17, 1959.
2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
 3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
 4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
 5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
 6. The conveyance of land owned by railroad or other public utility which does not involve any new streets or easements of access.
 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
 8. Conveyances made to correct descriptions in prior conveyances.
 9. The sale or exchange of parcels or tracts of land existing on the date of the Amendatory Act into no more than 2 parts and not involving any new streets or easements of access.
 10. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973.

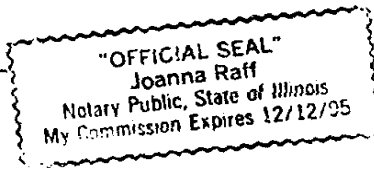
9261.848

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that he makes this affidavit for the purposes of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me
This 30 day of May, 1992

Joanna Raff
Notary Public



UNOFFICIAL COPY

Property of Cook County Clerk's Office

125803

Cook County
REAL ESTATE TRANSACTION TAX

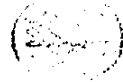
REVENUE STAMP



025.00

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STATE OF ILLINOIS



050000

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