

UNOFFICIAL COPY

DEED IN TRUST

92734550

This Indenture Witnesseth That the Grantor (s)

WILLIAM A. NICKLESS and RITA F. NICKLESS, His Wife

of the County of Cook and State of Illinois for and in consideration of Ten and 00/100 (\$10.00) Dollars,

and other good and valuable considerations in hand paid Convey Out-Claim Warrant unto the INDEPENDENT TRUST CORPORATION 1910 Highland Ave-Lombard, IL 60148 a corporation of Illinois, as Trustee under the provisions of the Trust Agreement

dated the 26th day of August 19 92 known as Trust Number 20278 the following described real estate in the

County of Cook and State of Illinois, to-wit

LOT 158 IN GLENRIDGE, FIRST ADDITION TO MATTESON BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, AND PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, ALL IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook

92734550

Exempt under provisions of Paragraph 4, Section 4 Real Estate Transfer Tax Act.

Date

Buyer, Seller or Representative

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey with or without consideration, to convey said premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in, before or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 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 property, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said premises or any part thereof, and to deal with said property 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 in relation to said premises, or from whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate 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 execution 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 some amendment, and (c) that said trustee 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 predecessors in trust.

This conveyance is made upon the express understanding and condition that neither Independent Trust Corporation individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement 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 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 objection 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 of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or 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 earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands 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 grantor, S, hereby expressly waives and releases 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, store said has VR hereunto set their hand S, and seal S, this 26th day of August 19 92

WILLIAM A. NICKLESS (SEAL)

RITA F. NICKLESS (SEAL)

Property Address: 943 Central Matteson, IL 60443

Document prepared by: Anthony G. Catullo 17450 South Halsted Homewood, IL 60430

Permanent Real Estate Tax Number 31-21-103-021-0900

2500

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TRUST No.

DEED IN TRUST

TO

INDEPENDENT TRUST CORPORATION
TRUSTEE

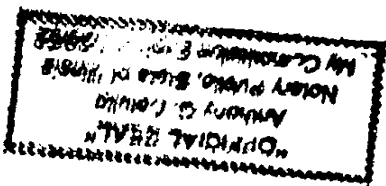
PROPERTY ADDRESS

Md To:

1910 Highland Avenue
Suite 105
Lombard, Illinois 60148

Property of Cook County Clerk's Office

DEPT-01 RECORDINGS \$25.00
149999 TRAN 7954 10/02/92 10:13:00
#0230 # * -92-734550
COOK COUNTY RECORDER



059F86236

STATE OF ILLINOIS
COUNTY OF WILL
I, ANTHONY G. CATULLO
a Notary Public, in and for said County, in the state aforesaid, do hereby certify that
WILLIAM A. NICKLESS and RITA E. NICKLESS, His wife
who are
personally known to me to be the same persons, whose names are subscribed
to the foregoing instrument appeared before me this day in person, and acknowledged that
they signed and delivered the said instrument as their
free and voluntary act, for the use and purpose therein set forth, including the release
and waiver of the right of homestead.
GIVEN under my hand and Notarial Seal this twenty sixth day
of August 19 92
Anthony G. Catullo
Notary Public

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STATEMENT BY GRANTOR AND GRANTEE

The GRANTOR of 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 as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Signature: *Arthur H. Ruttle*

Dated: 8/28/92

SUBSCRIBED and SWORN to before me this 28th day of August.

Arthur H. Ruttle
"OFFICIAL SEAL"
Notary Public, State of Illinois
My Commission Expires 10/18/92

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.

Signature: *Arthur H. Ruttle*

Dated: 8/28/92

SUBSCRIBED and SWORN to before me this 28th day of August.

Arthur H. Ruttle
"OFFICIAL SEAL"
Notary Public, State of Illinois
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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 or subsequent offenses.

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