

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH That the Grantor,

JOHN M. KIVLEHAN and MARY P. KIVLEHAN, 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 **6th** day of **Jan., 1988**,
and known as Trust Number **88-383**, the following described real estate in the County of **Cook**
and State of Illinois, to wit:

**Lot 4 in Stewart Subdivision, being a Subdivision in
the Northeast 1/4 of Section 2, Township 36 North,
Range 12 East of the Third Principal Meridian, in
Cook County, Illinois.**

27-02-201-051-00006

C/K/2 8009 Trafalgar, Orland Park, IL 60462

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, in any part thereof, to dedicate to all or part thereof, roads, alleys, driveways, easements, water courses, and other rights, either with or without consideration, to convey said real estate or any part thereof to any person or persons, and to grant to the same such powers and authorities in trust, all of the title, estate, powers and authorities vested in said Trustee to hold, to let, to mortgage, pledge or otherwise administer and to use, *all or any part thereof*, to lease and to hold, or any part thereof, from time to time, for periods of time, not exceeding the term of 99 years, and to renew or extend leases, covenants and leases, or any period or periods of time, and to grant, change or modify leases, and the terms and provisions thereof at any time or times hereafter, to let, to contract to make lease, and to grant, open to make and grant to the trustee, easements, options, to purchase the whole or any part of the reversion and to contract respecting the manner of having the reversion, or present or future interest, to partition, to exchange said real estate, or any part thereof, for other real or personal property, to grant easements, or charges, or any other interest, or to lease, or assign any right, title or interest in or over an easement appertaining to said real estate, or any part thereof, and to do all other acts, real and every one of them, in all other ways and for such other considerations as would be lawful and proper, knowing the same, and with the same, whether similar to or different from the above specified, at any time or times hereafter.

In no case shall any party dealing with the above, or any successor in title, have relation to said real estate, or to whom said real estate, or any part thereof, shall be conveyed, entitled to, or have any interest therein, be obliged to give to the application of any law, statute or regulation, or any judicial or administrative proceeding, or to be compelled to appear before any court or office of law, or to be obliged to appear before the authority before whom it may be proposed to inquire into any act of said Trustee, or be compelled to inquire into any of the terms, conditions, or covenants, and every lease, deed, leasehold, mortgage, lease, or other instrument executed by said Trustee, or any co-lessee or co-mortgagor, or any lessee or mortgagor, or any other person, in the name of the Trustee, or any other person, or for the benefit of any other person, in favor of any person, including the Registrar of Titles of said county, relying upon said Trust Agreement, and every lease, deed, leasehold, mortgage, or other instrument, so 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, so that such successor or other instrument was executed in accordance with the Trust Agreement, and every lease, deed, leasehold, mortgage, or other instrument contained in the Trust Agreement, or in any amendment thereto, and, holding all and beneficially, thereunder, in trust, and in trust, was duly authorized and empowered by the Trustee, and before executing such deed, trust, lease, mortgage, or other instrument, and if at the time of its execution, it was made to a successor in title, so that such successor, or successors in trust, have been properly apprised, and are to be vested with all the title, estate, rights, powers, authorities, faculties and obligations of its, or their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither State Bank of Countryside, individually or as Trustee, nor its successor in title, shall incur any liability, or be subjected to any claim, judgment, or decree, for anything of it or their, or its agents, or attorney's, that is due to the transfer of the said real estate, under the provisions of this Deed, or the Trust Agreement, or an amendment thereto, or for injury to persons or property, happening on, about, and near said real estate, and all such liability being hereby expressly waived and released. Any unpaid obligation or indebtedness, incurred or entered into by the Trustee in connection with said real estate, may be entered into in the name of the then beneficial owner, under said Trust Agreement, as their attorney, in fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, or his attorney, 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 such as is 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 whatever 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 persons claiming under him or any of them, shall be only in the *current* assets in proportion arising from the sale of any other property, 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, except such, but only as may be in the nature of a right, and proceeds thereof, as thereon, the intention hereof being, to vest in said State Bank of Countryside the entire legal and equitable title to the property in the form of the real estate above described.

If the title to any of the above described property is to be registered, the Registrar of Titles is hereby directed not to register same on the certificate of title, except as is directed, or indicated, in writing, in trust, or with reservation, or with restrictions, or kinds of conveyance, except in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement, or copy thereof, or any extract, therefore, in evidence that any transfer, charge, or other dealing involving the registered lands is in accordance with the true intent and meaning of the same.

And the said grantee, shall, freely, expense, waive, and release, any and all right, cause, or other, and be relieved of, all 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 has **he** hereunto set **their hands** and
seal **S** the **17th** day of **April** **1992** **(SEAL)** **MARY P. KIVLEHAN** **(SEAL)**
JOHN M. KIVLEHAN **(SEAL)**

ISLAND STATE BANK **ISLAND STATE BANK**

State of **Illinois**
County of **Cook** the **under**signed
on the state of above and do hereby certify that **JOHN M. KIVLEHAN and MARY P.**
KIVLEHAN, his wife

persons so known to me to be the same person **S** whose name **S** are
described to the foregoing instrument, appeared before me this day in person and acknowledged that
they signed, sealed and delivered the said instrument as **their**
true 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 seal this **17th** day of **April** **1992**
Notary Public

This space for affixing Notary Public Seal

Document Number

SP2666236

Prepared by: **S. Jutzi**

8009 Trafalgar Court, Tinley Park, IL

Mail to: **STATE BANK OF COUNTRYSIDE**
6714 JULIET ROAD • COUNTRYSIDE, ILLINOIS 60525
(708) 465-3100

BOX 333

BLC Form 153400

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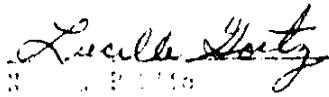
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STATEMENT BY GRANTOR AND GRANTEE

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 _____, 19____ Signature: 
State of Illinois Grantor or Agent
County of Cook SS

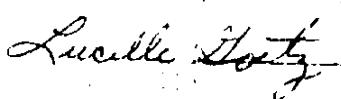
Subscribed and sworn to before me this
day of _____, 19____.


Lucille Soetz
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 _____, 19____ Signature: 
State of Illinois Grantee or Agent
County of Cook SS

Subscribed and sworn to before me this
day of _____, 19____.


Lucille Soetz

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 ABL 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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