

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

93743523

THIS INDENTURE WITNESSETH, That the Grantor, John Gurhy, divorced and not since remarried 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 5th day of August, 1993, and known as Trust Number 93-1323, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOTS 51 AND 52 IN CHRISTINA C. FISCHER'S ADDITION TO MT. GREENWOOD BEING A SUBDIVISION OF THE EAST 20 ACRES OF THE SOUTH 60 ACRES OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 24-14-217-010-0000 & 24-14-217-011-0000

PROPERTY ADDRESS: 10555 South Sawyer Avenue, Chicago, IL

SUBJECT TO

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

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 park, streets, highways or alleys and to vacate any subdivision of part thereof, and to re-subdivide said real estate as often as desired, in 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 lease or otherwise 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 99 years, and to renew or extend leases 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, not exceeding in the case of any single demise the term of 99 years, 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/or to purchase the whole or any part of the reversion and for any period or periods of time, to grant easements or charges of any kind, to release, convey or assign any right, 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 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 to 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 the 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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and 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, mortgage or other instrument and till the conveyance is made to a successor 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 his, his or their predecessor 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 or successors in trust shall incur any personal liability or 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 or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate 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 beneficiary under said Trust Agreement as their attorney in fact, hereby irrevocably appointing him as such, or at the election of the Trustee, in its own name, as Trustee or as attorney in fact, hereby irrevocably appointing him as such, and the Trustee shall have no liability 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 provided herein and not individually (and the Trustee shall have no liability 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).

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 said Trustee shall not be required to produce the said Agreement or any part thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives and releases 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 aforsaid ha hereunto set hand and seal this 10 day of AUGUST 19 93
 [SEAL.] [SEAL.]
 [SEAL.] * John Gurhy [SEAL.]
 JOHN GURHY

State of Illinois }
 County of Cook } ss JOHN C. GRIFFIN a Notary Public in and for said County,
 in the state of aforesaid, do hereby certify that John Gurhy, divorced
and not since remarried

personally known to me to be the same person whose name is
 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that
 he signed, sealed and delivered the said instrument as his
 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 10 day of AUGUST 19 93
 Notary Public



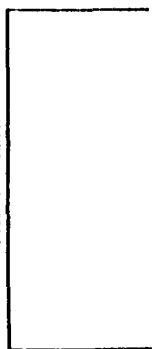
Prepared by:
 JOHN C. GRIFFIN
 10001 S. Roberts Rd., Palos Hills, IL 60465

Mail to: STATE BANK OF COUNTRYSIDE
 8131 JOLIET ROAD - COUNTRYSIDE, ILLINOIS 60525
 (708) 486 3100

Exempt under Real Estate Transfer Tax Act, Section 4, Paragraph E. and Cook County Order 95104
 Dated: 8-10-93 Signature John Gurhy

This space for affixing Raters and Revenue Stamps
 Exempt under provisions of Paragraph 4, Section 4, Real Estate Transfer Tax Act, and Paragraph E, Section 200-1-2B6, Chicago, Transaction Tax Ordinance.
 Dated: 8-10-93 Signature John Gurhy

Document Number



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Property of Cook County Clerk's Office

93743523

COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

0001	
RECORDIN #	25.00
MAIL	0.50
93743523 #	
SUBTOTAL	25.50
TOTAL	25.50
CHECK	23.50
CASH	2.00
CHANGE	0.00

09/14/93

2 PURC CTR
0003 MON 10:22

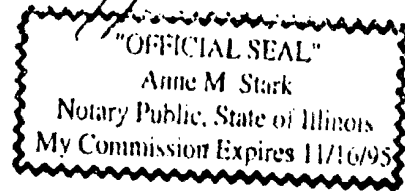
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STATEMENT BY GRANTOR AND GRANTEE

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 August 10, 1993 Signature: [Signature]
Grantor or Agent

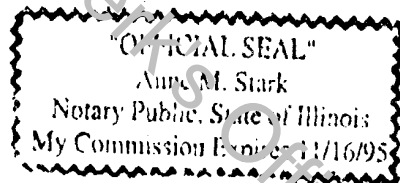
Subscribed and sworn to before me by the said [Signature] this 10 day of August 1993.
Notary Public [Signature]



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 August 10, 1993 Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me by the said [Signature] this 10 day of August 1993.
Notary Public [Signature]



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

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