

RUSH UNOFFICIAL COPY

93857978

Form 191 Rev. 11-71

The above space for recorder's use only.

51371540 C

AAE

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, PATRICIA SARNAK, a widow, and ROBERT PALUCHOWSKI married to Dolores Paluchowski, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 21st day of September 19 93, and known as Trust Number 117488-03, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 14 (except the East 5 feet) and Lot 15 (except the West 10 feet) in the Subdivision of the South 1/2 of Block 15 in Webb's Subdivision of the Southeast 1/4 of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 19-14-130-009

Property Address: 3335 W. 62nd Place, Chicago, Il. 60629

Grantor hereby warrants that the subject property is not homestead property and is not subject to the homestead rights of any individual.

THIS INSTRUMENT WAS PREPARED BY: 93857978 Alexander P. Matug, P. C. Attorney at Law, 7110 W. 127th St., Palos Heights, Il. 60463 93857978

DEPT. OF RECORDING 923.00 T50011 GRAN 7886 10/25/93 14:29:00 672921-93-857978 COOK COUNTY RECORDER

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes hereinafter set forth.

Full power and authority is hereby granted to said Trustee to manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to lease any subdivision or part thereof, to sell, to contract to sell, to grant options to purchase or to sell on any terms, to convey either with or without reservation, 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 in present or in future, and upon any 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 grant to make lease, 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 filing 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 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 mortgage, 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 mortgages or other instruments were executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, 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, 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, right, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, 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 or their agents or attorneys may or seem to do in or about the said real estate or under the provisions of this Indenture, 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 heretofore 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 option 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 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, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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 to file 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... any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S... aforesaid ha... hereunto set their hands... and seal S... this 4TH day of OCT. 19 93 Patricia Sarniak [SEAL] Robert Paluchowski [SEAL]

STATE OF Illinois } I, the undersigned, a Notary Public in and for said County of Cook } ss. County, in the State aforesaid, do hereby certify that Patricia Sarniak, a widow, and Robert Paluchowski, married to Dolores Paluchowski,

personally known to me to be the same person, S... whose name S... 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 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 seal this 4TH day of OCT. A.D. 19 93

"OFFICIAL SEAL" Alexander P. Matug Notary Public, State of Illinois My Commission Expires: 11/3/97

American National Bank and Trust Company of Chicago Box 221

For information only insert street address of above described property.

This space for Mailing Address and Revenue Stamps

Document Number

23 8

UNOFFICIAL COPY

★ ★ ★ ★

046185

CITY OF CHICAGO

DEC--03



450.00

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

952927

★ ★ ★ ★

125903

REAL ESTATE TRANSACTION TAX
Cook County



030.00

REVENUE STAMP

960693

★ ★ ★ ★

046185

STATE OF ILLINOIS
DEPARTMENT OF REVENUE



53857975

Property of Cook County Clerk's Office