

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor(s), ELLSWORTH H. MILLS and MARIE E. MILLS, his wife and FRANCES M. COSGROVE, a widow 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(s) and Warrant unto PALOS BANK AND TRUST COMPANY, 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 certain Trust Agreement, dated the 19th day of August, 1992, and known as Trust Number 1-3337, the following described real estate in the County of Cook and State of Illinois, to-wit: THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 89 DEGREES 59 MINUTES 37 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 2020.44 FEET TO A POINT; THENCE SOUTH 0 DEGREES 0 MINUTES EAST, PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 125.0 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 692.0 FEET TO A POINT THENCE NORTH 65 DEGREES 59 MINUTES 46 SECONDS WEST, A DISTANCE OF 368.0 FEET TO A POINT; THENCE NORTH 42 DEGREES 16 MINUTES 46 SECONDS WEST A DISTANCE OF 299.0 FEET TO A POINT THENCE NORTH 10 DEGREES 45 MINUTES 49 SECONDS WEST, A DISTANCE OF 306.47 FEET TO A POINT; THENCE NORTH 88 DEGREES 04 MINUTES 23 SECONDS EAST, A DISTANCE OF 594.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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 as any part thereof, to dedicate parks, streets, highways or alleys and to make any subdivision of said real estate, and to reconvey said real estate as often as desired, to contract to sell or 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 leases to commence 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 and to amend, change or modify leases and 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, with any person or persons, or to grant or convey same or to change 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 or any 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 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 and 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 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 each 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, 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 neither the said Bank, 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 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 beneficiary or beneficiaries of said Trust Agreement as their attorney-in-fact, hereby expressly 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 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 whatsoever 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 aforesaid, the intention hereof being to vest in said Bank 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 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 of a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the trust intent and meaning of the instrument creating the trust.

And the said grantor(s) hereby expressly waive(s) and release(s) 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 ha(s) (ve) hereunto set (their) hand(s) and seal(s) this 19th day of August, 1992.

Ellsworth H. Mills (SEAL) Marie E. Mills (SEAL)
Frances M. Cosgrove (SEAL)

State of Illinois I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do
County of Cook hereby certify that Ellsworth H. Mills, Marie E. Mills, and
Frances M. Cosgrove

"OFFICIAL" personally known to me to be the same person(s) whose name(s) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he) (they) signed, sealed and delivered the said instrument as (his) (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 notarial seal this 19th day of August, 1992.
Notary Public

MAIL TO: Grantee's Address:

Palos Bank and Trust
TRUST AND INVESTMENT DIVISION
12000 S. Halsted Ave., Palos Heights, IL 60463 (708) 448-4115

For information only insert street address of above described property.

5303 West 175th Street

Tinley Park, Illinois 60477

City

State

Permanent Tax Number 28-33-200-004-0000

FD-1-3RE (10-73) Reorder from KILBURN FINANCIAL, INC.

Document Number 93983633

BUYER'S AGENT REPRESENTATIVE

93983633

2554

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$25.50
T#0000 TRAN 5260 12/02/93 11:24:00
#0762 # *-93-983633
COOK COUNTY RECORDER

COCLERK

93983633

10
11

UNOFFICIAL COPY

9 3 9 8 3 5 3 3

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his/her agent affirms that, to the best of his/her 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 and hold title to real estate under the laws of the State of Illinois.

Dated December 24, 19 93

Signature: [Signature]

Grantor or Agent

Subscribed and sworn to before

me by the said [Signature]

this 24th day of December

19 93.

Notary Public [Signature]



The grantee or his/her 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 November 24, 19 93

Signature: [Signature]

Grantee or Agent

Subscribed and sworn to before

me by the said Agent

this 24th day of November

19 93.

Notary Public [Signature]

"OFFICIAL SEAL"
Kathleen K. Mulcahy
Notary Public, State of Illinois
Commission Expires 11/29/1996

93983633

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 provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

UNOFFICIAL COPY

Property of Cook County Clerk's Office