

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, LEONARD J. LUKAS, a widower and not since remarried,  
of the County of Cook and State of Illinois, for and in consideration of the sum of TEN Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto \*ALSIP BANK, 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 7th day of November 19 92, and known as Trust Number 1-0691, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 5 in Frederick B. Clark's Subdivision of Block 7 in Stone and Whitney's Subdivision in the West half of the Southeast Quarter of Section 6 and the North half of the West half of the Southeast Quarter of Section 7 all in Township 38 North, Range 14, East of the Third Principal Meridian.

PLN: 20-06-419-023-0000

Commonly known as: 4610 South Wolcott, Chicago, Illinois 60609

\*HERITAGE TRUST COMPANY AS SUCCESSOR TRUSTEE u/t#1-0691

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 as follows: 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 parts, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to 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 devote, to dedicate, to mortgage, to lease 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 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 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 said 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 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, for other real or personal property, to grant easements or a right of way 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 in 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, be relieved to sue, to be sued, to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to use to the application of any purchase money, real 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 any successor in trust, or be 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 conclusively considered 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, (2) that at the time of the delivery thereof of this indenture and by said Trust Agreement was in full force and effect, (3) 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 thereto, if any, and binding upon all beneficiaries hereunder, (4) that said Trustee, or any successor in trust, was duly authorized to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (5) that the conveyance 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 contains the express understanding and condition that Alsip Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be affected in 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 in Trust Agreement or in any instrument executed hereunder, or in any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate nor be entered into or incurred in the name of the then beneficiary under said Trust Agreement or their attorneys-in-fact, hereby being hereby applied for said purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust or trusts, 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 liable for the payment and discharge thereof. All persons and conditions whomsoever and whatsoever shall be charged with notice of the 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, profits 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, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said Alsip Bank the entire legal and equitable title in fee simple, in and to all of the above 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 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 bound to produce the said Agreement or any other instrument, in fact, hereby being hereby applied for said purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust or trusts, 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 liable for the payment and discharge thereof. 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 he S hereunto set his hand and seal this 7th day of November 19 92  
[SEAL] Leonard J. Lukas [SEAL]  
Leonard J. Lukas [SEAL]

State of Illinois, I, the undersigned a Notary Public in and for said County, County of Will do hereby certify that Leonard J. Lukas a widower and not since remarried,

"OFFICIAL SEAL"  
JOHN B. PETRULIS  
Notary Public, State of Illinois  
My Commission Expires 3/2/94

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 herein set forth, including the release and waiver of the right of homestead.  
Given under my hand and official seal this 7th day of November 19 92.  
Notary Public John B. Petruilis

Alsip Bank

11900 SO. CRAWFORD CHICAGO, ILLINOIS 60658  
389-9400

\$ 25.00 E

RECEIPT OF PROVISIONS OF PARAGRAPH 2, SECTION 4 OF REAL ESTATE TRANSFER TAX ACT.  
Date Nov 7, 1992 Leonard J. Lukas

This space for affixing Riders and Errata Sheets

93052042

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93073941

# UNOFFICIAL COPY

93073941

## 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.

Date Jan 19, 1993 Signature Leonard J. Lukas  
(Grantor or agent)

Subscribed and sworn to before me  
by the said Leonard J. Lukas  
this 19 day of January, 1993

Notary Public Anne M. Marchert

"OFFICIAL SEAL"  
ANNE M. MARCHERT  
Notary Public, State of Illinois  
My Commission Expires 4/23/94

The grantee or his agent affirms and verifies 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 and hold title to real estate under the laws of the State of Illinois.

HERITAGE TRUST COMPANY, AS TRUSTEE  
NOT PERSONALLY

Date 1-19, 1993 Signature Linda Lee Lutz  
(Grantee) Land Trust Officer

Subscribed and sworn to before me  
by the said Linda Lee Lutz  
this 19 day of January, 1993

Notary Public Anne M. Marchert

"OFFICIAL SEAL"  
ANNE M. MARCHERT  
Notary Public, State of Illinois  
My Commission Expires 4/23/94

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.)

93073941