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COLE TAYLOR BANK

WARRANTY-DEED IN TRUST

The above space for recorder's use only

Exempt under provisions of Paragraph e, Section 4,
Real Estate Transfer Tax Act

Date

Buyer, Seller or Representative

This space for affixing Riders and Revenue Stamps

93077019

THIS INDENTURE WITNESSETH That the Grantor, JACK N. SAGAN AND BRIGITTE G. SAGAN, HIS WIFE, of the County of COOK and State of ILLINOIS for and in consideration of the sum of TEN & 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 COLE TAYLOR 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 12TH day of JANUARY to 93, and known as Trust Number 93-4108, the following described real estate in the County of COOK and State of Illinois, to wit:

LOT 145 IN WILLIAM ZELOSKY'S MILWAUKEE AVENUE ADDITION TO WHEELING IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

GRANTER'S ADDRESS 350 EAST DUNDEE RD., WHEELING, IL 60090

PIN 03-02-313-002

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 manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to set 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 the title, estate, powers and authorities vested in said Trustee, 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 for term or 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 100 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 thereat 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 paying the amount of present, 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 lease, 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 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 conveyance, lease or other instrument. (a) That at the time of 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, 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, trust deed, lease, mortgage or other instrument and (d) if the conveyance as made by 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 it, as of their predecessor or trust.

The interests 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, assets 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, assets and proceeds thereof as aforesaid.

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 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 assumption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid has THEIR hand and seal this 12th day of JANUARY to 93

Jack N. Sagan
JACK N. SAGAN

Brigitte G. Sagan
BRIGITTE G. SAGAN

State of ILLINOIS County of COOK SS THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JACK N. SAGAN AND BRIGITTE G. SAGAN, HIS WIFE,

" OFFICIAL SEAL "
MICHAEL R. FELDMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/29/96

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 THEIR 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 notarial seal this 12th day of JANUARY to 93

Michael R. Feldman
Notary Public

Document Number

MAIL TO:

RANDY R. JOSEPH
900 W. JACKSON, 4W
CHICAGO, IL 60607

Address of Property:

269 8TH STREET
WHEELING, IL 60090
For information only

This instrument was prepared by:

RANDY R. JOSEPH
ATTORNEY AT LAW
900 W. JACKSON, SUITE 4W
CHICAGO, ILLINOIS 60607



23.00

UNOFFICIAL COPY

Deed in Trust

WARRANTY DEED

ADDRESS OF PROPERTY

TO

**COLE
TAYLOR
BANK**

RECORDING
#9364 4 14 2013 93077019
COOK COUNTY RECORDER

COOK COUNTY
REAL ESTATE TRANSACTION TAX
110.00

COOK COUNTY
REAL ESTATE TRANSACTION TAX
07.50

Property of Cook County Clerk's Office

93077019