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WARRANTY DEED IN TRUST

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The above space for recorder's use only

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TO # 4796 Cont 1

THIS INDENTURE WITNESSETH, That the Grantor MARY PRENDERGAST MARRIED TO JOHN PRENDERGAST, JOSEPHINE COSTELLO MARRIED TO PHILLIP COSTELLO, VICTOR MELILLO, WIDOW, TILLIE DI GIOVANNI, WIDOW of the County of COOK and State of ILLINOIS for and in consideration of TEN AND 00/100 (10.00) Dollars, and other good and valuable considerations in hand paid, Convey and warrant unto THE CHICAGO HEIGHTS NATIONAL BANK, a National Banking Association, as Trustee under the provisions of a trust agreement dated the 23rd day of February 19 93, known as Trust Number 2409 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 16 and the North 5 feet of Lot 17 in Block 6 in Keeney's 2nd Addition to Columbia Heights, a subdivision of the North 1/2 of the South East 1/4 of Section 32 and the North West 1/4 of the South West 1/4 of Section 33, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Subject to covenants, conditions and restrictions of record; public and utility easements and roads and highways; existing leases and tenancies; general taxes for the year 1992 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 1993; provided that none of said items shall prevent Purchaser from utilizing the structure on 3027 Chicago Road as a commercial office building and the residential structure on 30th Place as a rental residential unit.

10 E. 30th Pl. 3027 Chicago Road, Steger, IL 60475 32-33-301-062-0000

TO HAVE AND TO HOLD the said premises 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 in said trustee to improve, manage, protect and subdivide said premises or any part thereof to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or 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 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 property, 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 easement appurtenant to said premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereto and binding upon all beneficiaries thereunder, (c) that said trustee 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, rights, powers, authorities, duties and obligations of it, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 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.

If the title to any of the above lands 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 waive and release 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, aforesaid have hereunto set their hands and seals this 15th day of March 19 93

Mary Prendergast (Seal) MARY PRENDERGAST, grantor John Prendergast (Seal) JOHN PRENDERGAST Victor Mellillo (Seal) VICTOR MELILLO

Josephine Costello (Seal) JOSEPHINE COSTELLO, grantor Phillip Costello (Seal) PHILLIP COSTELLO Tillie DiGiovanni (Seal) TILLIE DIGIOVANNI

State of ILLINOIS ss. I, STEVEN BRENNER a Notary Public in and for said County. In County of COOK the state aforesaid, do hereby certify that Mary Prendergast and John Prendergast her husband and Josephine Costello and Phillip Costello, Victor Melillo a widower and Tillie Di Giovanni, a widow her husband

personally known to me to be the same person as whose name is 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 notarial seal this 18th day of March 19 93

This instrument prepared by Wogen & Associates 26180 S. Addison Highway, Suite 302 Chicago, Illinois 60640

Notary Public

THE CHICAGO HEIGHTS NATIONAL BANK 1090 Dixie Highway Chicago Heights, Illinois 60411

For information only insert street address of above described property.

Att. Recording Return to Recorder's Box 454

COOK COUNTY REC. NO. 016 213189 PA. 103551 REAL ESTATE TRANSFER TAX STATE OF ILLINOIS DEPT. OF REVENUE 83.00 42562 REAL ESTATE TRANSACTION Cook County 111 41.50 93213535

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