

WARRANTY DEED IN TRUST

The above space for recording use only

THIS INDENTURE WITNESSETH, That the Grantor(s) Raymond J. Sullivan and Nancy E. Sullivan, his wife, 13800 South Cicero Avenue, Crestwood, Illinois 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. Conveyed and Warranted 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 9th day of May 1994, and known as Trust Number 1-3605, the following described real estate in the County of Cook and State of Illinois:

UNIT 13800 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CRESTWOOD PROFESSIONAL CENTRE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 94373401, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Subject to: Covenants, conditions and restrictions of record; and, general taxes for 1993 and subsequent years.

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 of force.

Full power is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate in any part thereof, to dedicate parts, streets, highways or alleys and to execute 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 sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a purchaser or purchasers in trust and to grant to such purchaser or purchasers 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, to lease out of time, to lease in fee, to lease in possession or reversion, to lease to commence in possession or in future, and upon any time 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, alter or modify leases and terms and conditions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and attempt to renew leases and options to purchase the same, or any part of the reversion and to contract respecting the amount of the amount of present or future rentals, to partition or to sever a said real estate, or any part thereof, for any real or personal property, to grant easements or charges of any kind, to release, convey or to waive any right, title or interest in or about or possession 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 do at the time, 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 for, sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to pay the application of any such money, rate or charge levied or advanced on said real estate, or be obliged to pay the taxes of the same, but have been satisfied with, or be obliged to take any such 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 in good faith and for any such conveyance in case of other instruments, (i) 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, (ii) 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 thereunder, (iii) 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 (iv) 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, duties and obligations of the, his or their predecessor in trust.

This conveyance to made upon the express understanding and confidence 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 it or their agents or attorneys may or may not do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendments thereto, or for injury to person or property by opening an or about said real estate, and all such liability being hereby expressly waived and released. Any contract, obligation or liability incurred or incurred into by the Trustee in connection with and real estate may be entered into by it in the name of the Trustee or the Trustee or said Trust Agreement or their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 a 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, or any part, but only an interest in the earnings, profits and proceeds thereof as so stated, the interest being held in trust to said Bank, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

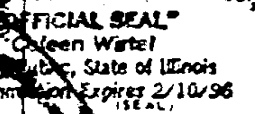
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in that case made and provided, and said Trustee and not be permitted to produce the said instrument of a conveyance, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registration of lands is in accordance with the true intent and meaning of 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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid he(his) her(hers) handle(s) as a all(s) this 15th day of JUNE 1994
Raymond J. Sullivan (SEAL) Nancy E. Sullivan (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 Raymond J. Sullivan, and Nancy E. Sullivan, his wife

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) (they) signed, sealed and delivered the said instrument as his (her) (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 15th day of June 1994
Colleen Hill Notary Public



MAIL TO: Grantor's Address
B Palos Bank and Trust
TRUST AND INVESTMENT DIVISION
17800 S. Harlem Ave. P.O. Box 1000, Elmhurst, IL 60120 (708) 443-8100

For information only insert street address of above described property.
13800 South Cicero Avenue
Crestwood, Illinois 60445
City State

Permanent Tax Number: 28-04-202-013
(Affects the underlying land)

25.67 2

This instrument was prepared by
Lawell L. Ladwig
INTERCOUNTY TITLE
150 West 127th Street
Crestwood, Illinois 60445
S 1403975

This space for filing of trust and recording
Exempt under provisions of Paragraph 6,
Section 4, Real Estate Transfer Act.
4/15/94
Buyer, Seller or Representative

Document Number
94537767

UNOFFICIAL COPY

Property of Cook County Clerk's Office

773

DEPT-01 RECORDING \$25.50
141111 TRAN 5731 06/20/94 09:55:00
CG *-94-537767
COOK COUNTY RECORDER

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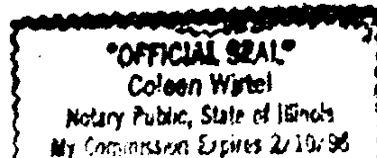
STATEMENT BY GRANTOR AND GRANTEE

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 JUNE 15, 1994 Signature: Raymond J. Sullivan Jr
Grantor or Agent

Subscribed and sworn to before me by the said RAYMOND J. SULLIVAN, SR. this 15th day of JUNE, 1994.

Notary Public Coleen Wirtel

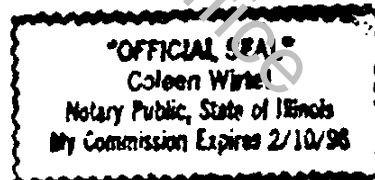


The grantee or his/her agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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 JUNE 15, 1994 Signature: Raymond J. Sullivan Jr
Grantee or Agent

Subscribed and sworn to before me by the said RAYMOND J. SULLIVAN, SR. this 15th day of JUNE, 1994.

Notary Public Coleen Wirtel



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.]

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