

UNOFFICIAL COPY

WARRANTY-DEED IN TRUST

134728342

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, SUSAN ANN BROWN, FORMERLY KNOWN AS SUSAN ANN RUIIS, DIVORCED AND NOT SINCE REMARRIED

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 and Warrant unto COLE TAYLOR BANK 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 30th day of JUNE 1989, and known as Trust Number 89-2071, the following described real estate in the County of COOK and State of Illinois, to-wit:

Lots 28 and 29 in Block 6 in H. O. Stone and Co's 95th Street and Columbus Manor, being a Subdivision of the North Half of the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 8 Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 27-08-109-012 and 24-08-109-012

ADDRESS: 5637 S. Marion, Oak Lawn, Illinois 60453

Prepared by: Samuel J. Manella, 11116 S. Depot, Worth, Ill. 60482

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes hereinafter expressed, unto the said Trustee, to have and to hold unto the said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to create any subdivision or part thereof, and to re-subdivide 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 grant, to lease, to mortgage, to convey, to assign, to execute, to execute in trust and to grant to each successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to execute, 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, to possession or reversion, by lease for term or in perpetuity or in fee, 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 in case of a lease for term or in perpetuity for any period or periods of time and to amend, change or modify the lease and the terms and conditions hereof at any time, to contract to make, to pass and to grant options to lease, and options to purchase, to purchase the whole or any part of the real estate and to contract respecting the manner of leasing 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 charges of any kind, to release, convey or assign any right, title or interest in or general apartment to sell, at a rate or low 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 ones 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, be held liable for the said, lease or mortgage of said Trustee, or any successor in trust, be obliged to see to the application of any such 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 prohibited to inquire into any of the terms of said Trust Agreement, and every debt, trust, debt, 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 Mortgagee of this real estate) relying upon or taking under any such instrument or other instrument, and amount to be given and delivered, every such debt, trust, debt, mortgage, or other instrument and (d) the performance to be 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 the said Trustee, or of their predecessors or trustees, individually or as Trustee, and the successor or successors in trust shall incur any personal liability to be subjected to any claim, judgment or decree for anything done by or for the said Trustee, or any successor in trust, 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 responsibility incurred or entered into by said Trustee in connection with this trust shall be entered into, performed and discharged in the name of the Trust Agreement as their attorney-in-fact, hereby, and hereby appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness, except only so far as the Trust Agreement shall provide in the actual possession of the Trustee shall be applicable for, payment and discharge thereof. All persons and corporations, whenever 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, profits and income accruing from the sale of any other real estate or under the 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 in said real estate, or such, but only an interest in the earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said Trustee, the entire legal and equitable title in fee simple, in and to all of the above real estate in fee simple, and to hold the same for the use and benefit of the beneficiaries hereunder.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby authorized to register or note in the certificate of title or duplicate thereof, in pertinent, 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 be required to produce the said Agreement or any other instrument or certificate of title, as aforesaid, that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of this trust.

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, aforesaid has hereunto set her hand and seal this 10th day of AUGUST 1994.
Susan Ann Brown (SEAL) [SUSAN ANN BROWN]

State of ILLINOIS)
County of COOK) ss. I, SAMUEL J. MANELLA, Notary Public in and for said County, KNOWN AS SUSAN ANN RUIIS, DIVORCED AND NOT SINCE REMARRIED

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 she signed, assented and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Witness my hand and notary seal this 10th day of AUGUST 1994.
Samuel J. Manella Notary Public
MY COMMISSION EXPIRES 11/19/94

ATTORNEYS TITLE GUARANTEE FUND, INC.

Stamp: ATTORNEYS TITLE GUARANTEE FUND, INC.

Village Real Estate Transfer Tax of Oak Lawn \$300
Village Real Estate Transfer Tax of Oak Lawn \$50

COLE TAYLOR BANK
7601 South Cicero Avenue
Chicago, Illinois 60652

9637 S. Marion, Oak Lawn, Illinois
For information only insert street address of above described property.

Handwritten initials: H, 23

Handwritten number: 940552941

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Property of Cook County Clerk's Office

Samuel Marrella
11112 South Depot St
Worth, IL 60482



DEPT-01 RECORDING \$23.50
T#0014 TRAN 2478 09/17/94 09:31:00
#5780 # AR *-94-728342
COOK COUNTY RECORDER

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