

# UNOFFICIAL COPY

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## WARRANTY DEED IN TRUST

THIS INSTRUMENT WAS PREPARED BY  
Laurence J. Bolon  
77 W. Washington St. #916  
Chicago, IL 60602

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1994 OCT -4 AM 11:58

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THIS INDENTURE WITNESSETH, That the  
Grantor,

John R. Holmes and Susan J. Holmes  
of 1636 Lake, Wilmette

The above space for recorders use only

of the County of Cook and State of Illinois for and in consideration of  
Ten Dollars and No/100, and other good and valuable considerations in hand paid, Conveys and Warrants unto the PIONEER  
BANK & TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the  
9th day of August, 1994, known as Trust Number 25901, the following  
described real estate in the County of Cook and State of Illinois, to-wit:  
THE SOUTH 18.45 FEET OF LOT 9 AND THE NORTH 12.30 FEET OF LOT 10 IN THE SUBDIVISION  
OF LOT # IN BLOCK 7 IN COCHRAN AND OTHERS' SUBDIVISION OF THE WEST 1/2 OF THE  
SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Subject To: Covenants, conditions and restrictions of record; Utility easements,  
if any; existing leases and tenancies; general taxes for the year 1993 and subsequent  
years including taxes which may accrue by reason of new or additional improvements  
during the year 1994.

PIN: 17-06-433-009

Grantee's Address: 4000 West North Avenue, Chicago, Illinois, 60639

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 to 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 presenti or futuro, and upon any terms and for any period or  
periods of time, not exceeding in the case of any single demise the term of 198 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.

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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 thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Pioneer Bank & Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provision of this Deed or said Trust Agreement or any amendment thereto, 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 indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, 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 whomsoever 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 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 on 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 s 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 s aforesaid have hereunto set their \_\_\_\_\_  
 \_\_\_\_\_ hand s and seal s this 26th day of September  
 \_\_\_\_\_ 19 94

John R. Hoban (Seal)

Sam J. Hoban (Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

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STATE OF Illinois

I, Laurence J. Bolon

COUNTY OF Cook

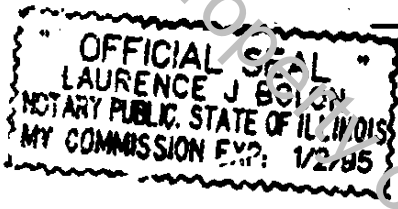
} SS.

a Notary Public in and for said County, in the state aforesaid, do hereby certify that John R. Holmes and Susan J. Holmes, his

wife, of 1636 Lake, Wilmette, Illinois

personally known to me to be the same person s whose name s are 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 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 26th day of September, 19 94.



*Laurence J. Bolon*  
Notary Public

Pioneer Bank & Trust Company

*mito*  
Box 22  
*CTI*

839 N. Damen, Chicago, IL

For information only insert street address of above described property.

056780  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
OCT-4'94  
200.00  
PB. 10778

100.00  
DEPT. OF REVENUE  
OCT-4'94

★ 035023 ★  
CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE OCT-4'94  
750.00  
PB. 11187

★ 035024 ★  
CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE OCT-4'94  
750.00  
PB. 11187

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