

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

9-4091335

DEPT-01 RECORDINGS

\$27.50

The above space for recording only TRAM 2476 91/27/94 14:46:00

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THIS INDENTURE WITNESSETH, That the Grantor, Yacoub Rayyan and Martha Rayyan his wife COOK COUNTY RECORDER

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto FIRST NATIONAL BANK OF NILES, ILLINOIS, a National Banking Association duly organized and existing under the National Banking laws 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 13th day of January 1994, and known as Trust Number 971, the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE LEGAL DESCRIPTION ATTACHED

9-4091335

Property Address: 971 D. Sumac Dan Platonin, Illinois
Permanent Index Number: 09 15 107 057 0000

THIS INSTRUMENT PREPARED BY
HOWARD A. MCKEE
First National Bank of Niles
7100 West Oakton Street
Niles, Illinois 60714-3097

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with its 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 real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide 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 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 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 to commence 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 99 years, and to renew or extend leases upon any terms and for any period or periods of time, 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 amount of fixing 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 about or essential 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 aforesaid, 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 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 all amendments thereof, if any, and binding upon all beneficiaries hereunder, (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 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 condition that neither First National Bank of Niles, 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 its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions 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 under said Trust Agreement 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 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 principal, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said First National Bank of Niles 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 such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the 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 aforsaid ha hereunto set hand and seal this 14th day of JANUARY 1994
Yacoub Rayyan (SEAL) Martha Rayyan (SEAL)
Yacoub Rayyan (SEAL) Martha Rayyan (SEAL)

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 Yacoub Rayyan and Martha Rayyan his wife

personally known to me to be the same person, whose names 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 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

"OFFICIAL SEAL"
KATHLEEN A. BELLESEN
NOTARY PUBLIC
My Commission Expires 10/29/95
Gave under my hand and notarial seal this 14th day of January 1994
Kathleen A. Belleesen
Notary Public

MAIL 70
FIRST NATIONAL BANK OF NILES
7100 Oakton Street, Niles, Illinois 60648

For information only insert street address of above described property.

Property not located in the corporate limits of Des Plaines, Illinois. Instrument subject to transfer tax. See Des Plaines 1-25-94 City of Des Plaines

EXEMPT UNDER PROVISIONS OF PARAGRAPH E, SECTION 4, REAL ESTATE TRANSFER TAX ACT. 1-14-94 Kathleen A. Belleesen BUYER, SEALER REPRESENTATIVE DATE

RE TITLE SERVICES # RI-1368



Document Number

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ATTACHED TO AND BECOMING PART OF LAND TRUST NUMBER 971

PARCEL 1: The East 28.25 ft of the West 133.42 feet, both as measured along the North line thereof of the North 82.25 ft as measured along the West line thereof of Lots 8 to 13, both inclusive, taken as a tract in First Addition to Hillary Lane, being a Subdivision of part of the East half of the North East Quarter of the North West quarter of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County Illinois
ALSO

PARCEL 2: The South 8.0 feet, of the North 36.0 feet, both as measured along the East line thereof of the East 35.0 ft as measured along the Northline thereof of Lots 8 to 13, both inclusive, taken as a tract in First Addition to Hillary Lane aforesaid,
ALSO

PARCEL 3: Easements as set forth in the Declaration of Easements and exhibit "1" thereto attached dated November 5, 1964 and recorded November 10, 1964 as Document 19298905 made by Pioneer Trust & Savings Bank, as Trustee under Trust Agreement dated September 1, 1964 and known as Trust # 14664 and as created by the mortgage from Pioneer Trust & Savings Bank as Trustee under Trust No. 14664 to First Federal Savings & Loan Association of Maywood, dated January 11, 1965 and recorded January 15, 1965 as Document 19357601 and as created by the Deed from Pioneer Bank & Trust Company, as Trustee under Trust No 14664 to Sharon Nash dated January 23, 1976 and Recorded May 11, 1976 as Document 23480378 for the benefit of Parcel 1 aforesaid for ingress and egress over and across; the North 10.0 feet, as measured along the West line thereof of Lots 8 to 13, both inclusive, taken as a tract (except that part thereof falling in Parcel 1 aforesaid) in First Addition to Hillary Lane, aforesaid. Also for the benefit of Parcel 1 aforesaid for ingress and egress over and across; the North 10.0 feet, as measured along the West line thereof, of Lots 8 to 13 both inclusive taken as a tract (except that part thereof falling in parcel 1 aforesaid) in first Addition to Hillary Lane aforesaid. Also the South 10.0 feet of the North 92.25 feet, both as measured along the West line thereof, of lots 8 to 13 both inclusive taken as a tract (except that part thereof falling in Parcel 1 aforesaid) in First Addition to Hillary Lane aforesaid. Also the East 15.0 feet, as measured along the north line thereof, of lots 8 to 13 inclusive taken as tract (except that part thereof falling in Parcel 2 aforesaid) in First Addition to Hillary Lane Aforesaid. Also Easement for pedestrian ingress and egress over and across; the West 20.0 feet of the East 35.0 feet both as measured along the North line thereof, of Lots 8 to 13 both inclusive, taken as a tract (except that part thereof falling in Parcel 2 aforesaid) in First Addition to Hillary Lane Aforesaid.

Property Address: 9471 D. Sumac Des Plaines, Illinois 60016
Permanent Index Number: 09 15 107 057 0000

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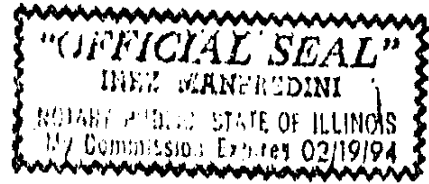
STATEMENT BY GRANTEE AND GRANTEE
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The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation 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 title to real estate under the laws of the State of Illinois.

DATED 1-14, 1994 Signature: Katherine A. Helleson
Grantor or Agent

Subscribed and sworn to before me by the said Agent this 14th day of January 1994.

Notary Public Inez Manfredini

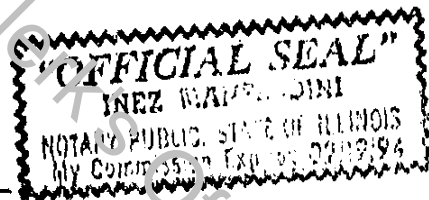


The grantee or his agent affirms and verifies that the name of the grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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: 1-14, 1994 Signature: Katherine A. Helleson
Grantee or Agent

Subscribed and sworn to before me by the said Agent this 14th day of January 1994.

Notary Public Inez Manfredini



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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