

UNOFFICIAL COPY

CORRECTED TRUSTEE'S DEED IN TRUST

THIS INSTRUMENT WAS PREPARED BY
ROSA CORIEN
PIONEER BANK & TRUST COMPANY
4000 W. NORTH AVENUE - CHICAGO, ILLINOIS

94146220

DEPT-01 RECORDING 125.50
12777 TRAH 5421 02/15/94 11:06:00
40000, N. K... ..

The above space for recorder use only

THIS INDENTURE, made this 1st day of February, 1994, between PIONEER BANK & TRUST COMPANY, an Illinois corporation duly organized and existing as an Illinois corporation under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Illinois Corporation in pursuance of a certain Trust Agreement, dated the 26th day of July, 1976, and known as Trust Number 19985, party of the first part, and GEORGE C. ZACHOTINA TRUST "X", 55 W. Strong Street, Wheeling, Illinois 60090, party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and No/100 Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

LOTS 90, 91 AND 92 AND THE EAST HALF OF VACATED STREET LYING WEST OF AND ADJOINING SAID LOTS 90, 91 AND 92 IN WILLIAM ZELOSKY'S MILWAUKEE AVENUE ADDITION TO WHEELING, IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE SOUTH WEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF AND ADJOINING THE NORTH LINE OF CAPRI TERRACE SUBDIVISION SOUTH OF THE SOUTH LINE OF WILLIAM ZELOSKY'S MILWAUKEE AVENUE ADDITION TO WHEELING, EAST OF THE WEST LINE OF LOT 107 IN WILLIAM ZELOSKY'S MILWAUKEE AVENUE ADDITION TO WHEELING, EXTENDED SOUTH AND WEST OF THE EAST LINE OF LOT 90 IN WILLIAM ZELOSKY'S MILWAUKEE AVENUE ADDITION TO WHEELING, EXTENDED SOUTH (EXCEPT THAT PART WHICH LIES WEST OF THE CENTER LINE OF VACATED 5TH STREET EXTENDED SOUTH) IN COOK COUNTY ILLINOIS.

Common Address: 55 W. Strong Street, Wheeling, Illinois 60090
PIN: 03-02-406-016 Vol. 231

94146220

together with the tenements and appurtenances thereunto belonging.

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 set forth.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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 exemption or homesteads from sale on execution or otherwise.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by one of its ~~Trust Officers~~ Trust Officer and attested by its Assistant Secretary, the day and year first above written.

SUBJECT TO: General taxes for 1993 and subsequent years; annual maintenance assessment of Wheeling Drainage District No. 1 under Law Docket No. 26637CO, year 1994 not billed, book 402 page 364; liens of record.

PIONEER BANK & TRUST COMPANY
as Trustee, as aforesaid, and not personally,
By Daniel N. Wlodar TRUST OFFICER
Attest Laura A. [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named ~~Trust Officer~~ Trust Officer and Assistant Secretary of the PIONEER BANK & TRUST COMPANY, An Illinois Corporation, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Trust Officer~~ Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Illinois Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Illinois Corporation caused the corporate seal of said Illinois Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Illinois Corporation for the uses and purposes therein set forth.

Given under my hand and Notary Seal,

Date February 1, 1994

OFFICIAL SEAL
ALINA E. MIRANDA
Notary Public, State of Illinois
My Commission Expires 6-03-97

Alina E. Miranda
Notary Public

D NAME
E George C. Zachotina
L STREET
I 55 W. Strong
V CITY
E Wheeling, Il. 60090
R INSTRUCTIONS

OR

55 W. Strong Street, Wheeling, IL

RECORDER'S OFFICE BOX NUMBER

EXEMPT PURSUANT TO PARAGRAPH 7(b)
OF SECTION 4 OF THE REAL ESTATE
TRANSFER ACT.
DATE: 2/1/94 SIGNED: [Signature]

This space for notary seal and notary signature for space revenue stamps

Document Number



25.50

UNOFFICIAL COPY

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, 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 leases to commence in praesenti or in 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 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 easement 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 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 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 thereunder, (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 Pioneer Bank & Trust Company, an Illinois Corporation, 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Pioneer Bank & Trust Company, an Illinois Corporation, 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.

9-11-46220

REC'D DEPT-01 RECORDING 11:06:00 AM 02/18/94 146220
BOOK COUNTY RECORDER

UNOFFICIAL COPY

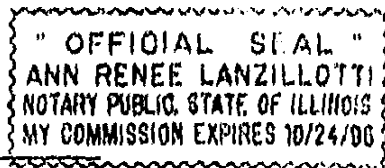
STATEMENT BY GRANTOR AND GRANTEE

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 February 1, 19 94 Signature: Frank J. Juranek, agent
Grantor or Agent

Subscribed and sworn to before me by the said Grantor's Agent Frank J. Juranek this 1st day of February, 19 94.

Notary Public Ann Renee Lanzillotti

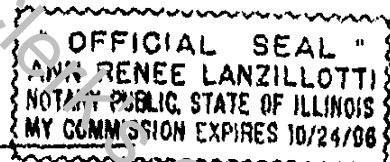


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois a 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 February 1, 19 94 Signature: George C. Zachotina
Grantee or Agent

Subscribed and sworn to before me by the said Grantee's Agent George C. Zachotina this 1st day of February, 19 94.

Notary Public Ann Renee Lanzillotti



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 ABL to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

94146220

94146220

UNOFFICIAL COPY

Property of Cook County Clerk's Office