

# UNOFFICIAL COPY

91278636

## WARRANTY DEED IN TRUST

91278636

THIS INDENTURE WITNESSETH That the Grantor(s), **John B. Banach**, of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **ten** Dollars (\$ **10.00**), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey(s) and Warrant 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 **23rd** day of **March**, 19**94**, and known as Trust Number **1-3585**, the following described real estate in the County of **Cook** and State of Illinois, to-wit:

**Unit Number 3-South and Garage Unit P-3-South in Lakeview Condominium as delineated on a survey of the following described real estate: Lot 63 in Cherry Creek South Subdivision Phase III, being a subdivision of part of the East 1/2 of the Northeast 1/4 of Section 26, Township 36 North, Range 12, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 86270094 together with their undivided percentage interest in the Common Elements in Cook County, Illinois**

This is not homestead property as to the spouse of **John B. Banach**, conditions, covenants and restrictions of record,

SUBJECT TO real estate taxes for 1993 and thereafter

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.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate as any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision of part thereof, and to redivide said real estate as often as desired, to sell or to grant options to purchase or to sell in any form, 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 present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years or a stated lesser term hereafter, in 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 any real or personal property, to grant easements or charges of any kind, to release, convey or assign, outright, title or interest in or about or appurtenant to said real estate or any part thereof, and to deal with said real estate and any 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, in other 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 the application of any purchase money, rent or other 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 Register of Titles of said County) relying upon or acting under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and 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 none of 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 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 and in 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 applied to for the payment and discharge thereof). All persons and corporations whatsoever 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 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 earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said Bank the entire legal and equitable title in fee simple, and to all of the said 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 "trust 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 bound to produce the said Agreement of a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in violation of the trusts and meaning of the trust instrument, or that any transfer, charge or other dealing involves the registered lands in violation of the trusts and meaning of the trust instrument.

And the said grantor(s) hereby expressly waives and releases(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 homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid ha(n)(s)(ve) hereunto set (his) (her) (their) hand(s) and seal(s) this 23 day of MARCH, 1994

John B. Banach (SEAL) \_\_\_\_\_ (SEAL)  
John B. Banach \_\_\_\_\_ (SEAL)

State of Illinois, I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do hereby certify that John B. Banach

OFFICIAL SEAL  
JOSEPH A. REJOWSKI  
NOTARY PUBLIC, STATE OF ILLINOIS  
COMMISSION EXPIRES 7/31/94

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, read and delivered the said instrument as his (her) (their) free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.  
my hand and notarial seal this 23 day of MARCH, 1994  
John B. Banach  
Notary Public

MAIL TO: Grantee's Address:  
**Palos Bank and Trust**  
16818 82nd Ave., Unit 3-South  
Tinley Park, IL 60477

For information only insert street address of above described property.  
16818 82nd Ave., Unit 3-South  
Tinley Park, IL 60477

Permanent Tax Number 27-26-204-016-1005  
27-26-204-016-1012

25 50

A00433

REC-01 RECORDINGS  
149909 TRAN 7229 13/28/94 13:48:00  
402764 \*94-278636  
COOK COUNTY RECORDER

pt under provision of Paragraph E, State Transfer Tax Act  
833-91 John B. Banach  
BUYER/SELLER REPRESENTATIVE  
DATE 03/23/94

Document Number 91278636

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10/10/15

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## STATEMENT BY GRANTOR AND GRANTEE

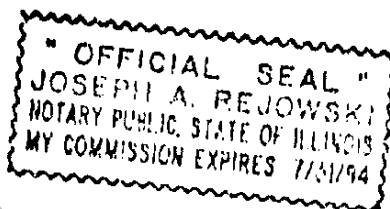
The grantor or his/her agent affirms that, to the best of his/her knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to 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 3-23, 1994

Signature: John B. Barwick  
Grantor or Agent

Subscribed and sworn to before me by the said Grantor this 23 day of MARCH, 1994.

Notary Public James J. [Signature]



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 3/23, 1994

Signature: Mary Kay Burke  
Grantee or Agent

Subscribed and sworn to before me by the said Grantee this 22nd day of March, 1994.

Notary Public Mary Kay Burke



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.]

94222-000

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