

# UNOFFICIAL COPY

94320089

## WARRANTY DEED IN TRUST

The above space for recorder use only

THIS INSTRUMENT WITNESSETH, That the Grantor(s), Thomas O. Ekstrom and Jeannette Fox Ekstrom, His Wife of 7921 Golf Drive, Palos Heights, Illinois 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(s) and Warrant B 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 15th day of June, 1990, and known as Trust Number 1-3025, the following described real estate in the County of Cook and State of Illinois, to-wit:

See Attached Legal On Reverse Side

SEE UNDER ATTACHED HERETO AND MADE A PART HEREOF

94320089

DEPT-01 RECORDING \$25.50  
 T#0011 TRAN 1176 04/08/94 15:12:00  
 #4268 # \*\*94-320089  
 COOK COUNTY RECORDER

P.I.N. 23-36-303-124-1027

Commonly known as: 7921 Golf Drive, Palos Heights, Illinois 60463

SUBJECT TO

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 may hereafter be required, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as may be required, to contract to sell, to grant, sell, 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 perpetuity or for a term, to accept or 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 100 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 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 any real or personal property, to get out encumbrances or charges of any kind, to release, convey or assign any right, title or interest in or about or appertaining 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, 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 said, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see 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 any such conveyance lease or other instrument, (a) that at the time of the delivery thereof the trust created by this instrument and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this instrument and in said Trust Agreement or in all amendments thereto, 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 any such 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 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 about 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 and its 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 obligations whatsoever with respect to any such contract, obligation or indebtedness except only to 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 the 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, or such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Bank 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 heretofore registered, the Registrar of Titles is hereby directed not to register or note the certificate of title or duplicate thereof, or memorial, the said "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 of 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(s) hereby expressly waive(s) and release(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(s)(va) hereunto set (his) (her) (their) hand(s), and seal(s), this 21st day of March, 1994

Jeannette Fox Ekstrom (SEAL) Thomas O. Ekstrom (SEAL)  
Jeannette Fox Ekstrom (SEAL) Thomas O. Ekstrom (SEAL)

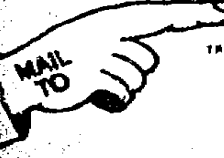
State of Illinois, I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do hereby certify that Jeannette Fox Ekstrom & Thomas O. Ekstrom

" OFFICIAL SEAL " I have known to me the same person(s) whose name(s) (is) (are) subscribed to the foregoing ISABELLE H. MOORE and she (has) (has not) acknowledged that (he) (she) (they) signed, at 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 of 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. hand and notarial seal this 21st day of March, 1994  
Isabelle H. Moore Notary Public

MAIL TO: Grantor's Address:  
**Palos Bank and Trust**  
 TRUST AND INVESTMENT SERVICES  
 12500 S. WILSON AVE., PALOS HEIGHTS, IL 60463 (708) 440-1100

For information only insert street address of above described property.  
7921 Golf Drive  
Palos Heights Illinois 60463  
 City State  
 Permanent Tax Number 23-36-303-124-1027

Acc 452



Property  
 DEPT-01 RECORDING \$25.50  
 T#0011 TRAN 1176 04/08/94 15:12:00  
 #4268 # \*\*94-320089  
 COOK COUNTY RECORDER  
 "Exempt under provision of Paragraph 6, Section 4, Real Estate Transfer Tax Act."  
 X Jeannette Fox Ekstrom  
 BUYER / SELLER REPRESENTATIVE  
 DATE

Document Number



# UNOFFICIAL COPY

SEE RIDER ATTACHED HERETO AND ENCLOSED MAPS HEREOF

PARCEL 1: UNIT 7921 IN OAK HILLS CONDOMINIUM "II", AS DELINEATED ON SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN BURNSIDE'S OAK HILLS COUNTRY CLUB VILLAGE SUBDIVISION UNIT 11, BEING A SUBDIVISION OF PART OF THE NORTH 985 FEET OF THE SOUTH WEST QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS PARCEL) WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY BURNSIDE CONSTRUCTION COMPANY, A CORPORATION OF ILLINOIS, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 23771002 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE BY BURNSIDE CONSTRUCTION COMPANY, A CORPORATION OF ILLINOIS, DATED OCTOBER 1, 1976 AND RECORDED OCTOBER 25, 1976 AS DOCUMENT 23684698 AND CREATED BY MORTGAGE FROM GEORGE AQUILLA, III TO HERITAGE PULLMAN BANK AND TRUST COMPANY DATED JULY 7, 1977 AND RECORDED JULY 18, 1977 AS DOCUMENT 24016502 AND CREATED BY DEED DATED JULY 7, 1977 AND RECORDED AUGUST 15, 1977 AS DOCUMENT 24058329 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

94320089

Cook County Clerk's Office

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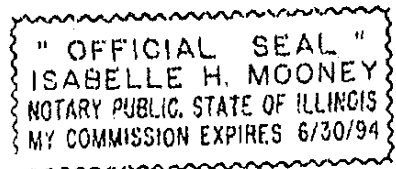
## STATEMENT BY GRANTOR AND GRANTEE

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 March 21, 1994 Signature: Thomas E. Euston  
Grantor or Agent

Subscribed and sworn to before me by the said Thomas E. Euston this 21<sup>st</sup> day of March, 1994.

Notary Public Isabelle H. Mooney

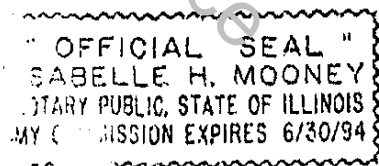


The grantee or his/her agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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 March 21, 1994 Signature: Jeanette F. Euston  
Grantee or Agent

Subscribed and sworn to before me by the said Jeanette F. Euston this 21<sup>st</sup> day of March, 1994.

Notary Public Isabelle H. Mooney



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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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