

4355238

WARRANTY DEED IN TRUST

The above space for recording use only

THIS INDENTURE WITNESSETH, That the Grantor(s), William R. Deir and Christine M. Deir, Married of 5211 South Trumbull, Chicago, Illinois 60638 of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars 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 S 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 1st day of February 1990, and known as Trust Number 1-2976, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot five (5) in Block eight (8), in Waterman's Addition to Morrell Park and Elsdon, being a Subdivision of the East Three Quarters (3/4ths) of the North Half (1/2) of the Southeast Quarter (1/4) of Section 11, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 5211 South Trumbull Chicago, Illinois 60638

P.I.N.: 19-11-408-005-0000

DEPT-01 RECORDING \$25.50
T#0011 TRAN 1393 04/20/94 14:35:00
\$7663 + RV *-94-355238
COOK COUNTY RECORDER

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 any part thereof, to dedicate parks, streets, highways or alleys and to execute any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey 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, to pledge or otherwise encumber said real estate, or any part thereof, to lease and 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, and to renew or extend the same upon any terms and for any period or periods of time and to amend, change or modify leases and provisions thereof at all times and 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 grant assignments or changes of any kind, to release, convey or assign any right, 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, 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 the application of any purchase money, rent or money borrowed or advanced on said real estate, or any successor in trust, 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 the same, and no beneficiary hereunder shall be bound to see 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 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 or cause to be delivered, any 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 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 thereof, or in 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 beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, its or their agent, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to 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 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, 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 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 of a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing in relation to the said real estate is in accordance with the true intent and meaning of the 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, and all statutes of the State of Illinois, providing for the redemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid he(s)(she) hereunto set (his) (her) (their) hand(s) and seal(s) this 31th day of March 19 94
William R. Deir (SEAL) Christine M. Deir (SEAL)
William R. Deir (SEAL) Christine M. Deir (SEAL)

State of Illinois I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do County of Cook hereby certify that William R. Deir and Christine M. Deir, Married of 5211 South Trumbull, Chicago, Illinois 60638

Commonly known to me to be the same person(s) whose name(s) (s) (s) (s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he) (she) (they) signed, sealed 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.
Mary Kay Burke Notary Public
31th day of March 19 94

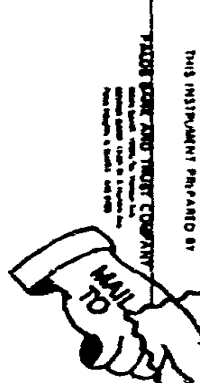
Palos Bank and Trust TRUST AND INVESTMENT DIVISION 12607 S. Harlem Ave., Park Ridge, IL 60063, (708) 448-9700

For information only insert street address of above described property.
5211 South Trumbull
Chicago, Illinois 60638
Permanent Tax Number 19-11-408-005-0000

891-68

Stamp: exempt under provision of Paragraph E, Section 201 Estate Transfer Tax Act. BUYER-SELLER REFERENCE: DATE

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OFFICIAL SEAL Mary Kay Burke Notary Public State of Illinois Commission Expires 8/31/96

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UNOFFICIAL COPY

Property of 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 April 15, 19 94 Signature: Christine M. Devi
Grantor ~~XXX~~ Agent

Subscribed and sworn to before me by the said Grantor this 15th day of April, 19 94.

Notary Public Mary Kay Burke



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 April 15, 19 94 Signature: [Signature]
~~XXXXXX~~ Agent

Subscribed and sworn to before me by the said Agent this 15th day of April, 19 94.

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 ASI 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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