

UNOFFICIAL COPY

WARRANTY DEED
IN TRUST

95752090

TRUST AGREEMENT AND INSTRUMENT ONLY

THIS INSTRUMENT WITNESSETH, That the Grantor, Jack Probst, divorced & not
since remarried

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, Conveys and Warrants unto State Bank of Countryside, 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 in for the provisions of a
certain Trust Agreement, dated the 3rd day of May
19 88, and known as Trust Number 88-431, the following described
real estate in the County of Cook and State of Illinois, to-wit:

LOT 43 (EXCEPT THE SOUTH 12 1/2 FEET THEREOF) AND ALL OF LOTS 44
AND 45 IN BLOCK 3 IN MINNICKS OAK LAWN SUBDIVISION, BEING A
SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 20 ACRES OF THE
NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 699.94 FEET OF THE
EAST 696 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PIN: 24-09-105-025 (Lot 45), 24-09-105-026 (Lot 44) and 24-09-105-
045 (Lot 43 except the South 12 1/2 feet thereof), Volume 241.

Village of	Real Estate Transfer Tax	Village of	Real Estate Transfer Tax	Village of	Real Estate Transfer Tax
Oak Lawn	\$500	Oak Lawn	\$300	Oak Lawn	\$25

subject to (a) general taxes not due and payable at the time of closing, (b) building lines and building laws and
ordinances; (c) zoning laws and ordinances, but only if the present use of the property is in compliance therewith or is a legal non-conforming use;
(d) viable public and private roads and highways; (e) easements for public utilities which do not encumber the improvements on the property; (f) other
covenants and restrictions of record which are not violated by the existing improvements upon the property; (g) party wall rights and improvements.

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 or any part thereof, to dedicate parks, streets, highways or alleys and to vacate
any subdivision or part thereof, and to re-subdivide 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 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 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, in contract to make leases and to grant of them to

INTERCOUNTY TITLE

95752090

Handwritten notes: 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

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leases and options to renew leases and options to purchase are, whole or any part of the real estate 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 thereafter.

In no case shall any party dealing with the 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 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 State Bank of Countryside, 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 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said State Bank of Countryside 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 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.

95-00000000
Official Number

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Property of Cook County Clerk's Office

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In Witness Whereof, the grantor _____, addressed as _____ hereunto set his
hand _____ and seal _____ this 29th day of
August 19 95

Jack Probst (Seal) _____ (Seal)
Jack Probst _____
_____ (Seal) _____ (Seal)

STATE OF ILLINOIS
COUNTY OF Cook SS. I, _____, a Notary
Public in and for said County, in the state aforesaid, do hereby
certify that Jack Probst, divorced &
not since remarried

personally known to me to be the same person
whose name is _____ subscribed to the foregoing

Instrument, appeared before me this day in person and
acknowledged that he signed, sealed and
delivered the said instrument as his free and voluntary
act, for the uses and purposes therein set forth, including the
release and waiver of the right of homestead.

"OFFICIAL SEAL"
William F. McGlynn
Notary Public, State of Illinois
My Commission Expires 6/28/96

Given under my hand and notarial seal this 20th
day of October 19 95

William F. McGlynn
Notary Public

Mail to:

STATE BANK OF COUNTRYSIDE
6734 Joliet Road • Countryside, IL 60525
(708) 485-3100

THIS INSTRUMENT WAS PREPARED BY
William F. McGlynn

4740 W. 95th St.

Oak Lawn IL 60453

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Property of Cook County Clerk's Office

DEPT-11 TORRENS \$25.50
130013 TRAM 8944 11/02/95 14:40:00
DEPT-10 PENALTY \$22.00
COOK COUNTY RECORDER
#9725 # CT *-95-752090