

95252086

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DEED IN TRUST  
WARRANTY DEED

CH 317866

THIS INDENTURE WITNESSETH, That  
the Grantor, THOMAS McCARTHY,  
a married man, & LAWRENCE SILVER,  
a married man,  
of  
the County of Cook and  
for and in consideration of  
Ten (\$10.00) Dollars,  
and other good and valuable considerations  
in hand, paid, Conveyed and Warranted unto  
the PALOS BANK AND TRUST  
COMPANY, an Illinois Banking Corporation  
of the United States of America, as Trustee

DEPT-01 RECORDING \$25.00  
T00001 TRAN 7792 04/17/95 13156100  
00620 \$ AH \*-95-252086  
COOK COUNTY RECORDER

under the provisions of a Trust Agreement dated the 21st day of February 19 95 and known as  
Trust Number 1-3739 the following described real estate in the County of Cook and the State of  
Illinois, to-wit:

Lot 13 in Priory Estates of River Forest, a Subdivision of the South 1/2 of the  
East 1/2 of the Northeast 1/4 of Section 1, Township 39 North, Range 12, East of  
the Third Principal Meridian, in Cook County, Illinois.

ADDRESS OF PROPERTY: part of 7200 W. Division River Forest, Illinois 60305

P.I.N.: part of 15-01-218-004-0000



Village of River Forest  
Real Estate Transfer Tax  
\$100



Village of River Forest  
Real Estate Transfer Tax  
\$5



Village of River Forest  
Real Estate Transfer Tax  
\$2.50



Village of River Forest  
Real Estate Transfer Tax  
\$5



Village of River Forest  
Real Estate Transfer Tax  
\$5

THIS IS NOT HOMESTEAD PROPERTY AS TO GRANTORS THOMAS McCARTHY AND LAWRENCE SILVER.

XXXXXXXXXXXXX  
XXXXXXXXXXXXX

TO HAVE AND TO HOLD the said premises 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 premises or any  
part thereof and to resubdivide said Property as often as desired, to contract to sell, to grant options, to sell on any terms, to convey  
either with or without consideration to donate, to dedicate, to mortgage, pledge or otherwise encumber, to lease said property, or any  
part thereof, from time to time, by leases to commence in praesenti or in futuro, and upon any terms and for any period of time, not  
exceeding 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 partition to exchange said property, 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 said premises and to deal with said property 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 same, whether similar to or different from the ways above  
specified, at any time or times hereafter.

In no case shall any party, to whom said premises, or any part thereof, shall be conveyed, contracted to be sold, leased or  
mortgaged by said trustee, and in no case shall any party dealing with said trustee in relation to said premises, be obliged to see to  
the application of any purchase money, rent or money borrowed or advanced on said premises or be obliged to see that the terms of  
this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged

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TWOOR TITLE INSURANCE  
BOX 15

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to inquire into the necessity or expediency of any act of said trustee, or be privileged or obliged to inquire into any of the terms of said agreement.

The interest of each and every beneficiary hereunder and of all persons claiming under them, is hereby declared to be personal property and to be in earning avails and proceeds arising from the disposition of the premises, the intention hereof being to vest in the said PALOS BANK AND TRUST COMPANY the entire legal and equitable title in fee, in and to all of the premises above described.

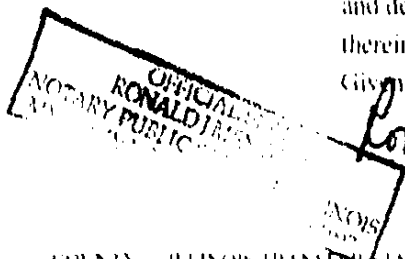
This conveyance is made upon the express understanding and condition that neither PALOS BANK AND TRUST COMPANY individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything it or they or us or their 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 all such liability being hereby expressly waived and released. Any contract, obligations 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 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.

And the said grantor (s) hereby expressly waive (s) and release (s) any and all right or benefit under and by virtue of any an 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 has (s) hereto set (s) their (their) hand and seal (s) this 20th day of March 19 95

(SEAL) THOMAS MCCARTHY (SEAL) LAWRENCE SILVER

State of Illinois ) I, RONALD J. MENTONE a Notary Public in and for said County, in the state  
County of Cook ) aforesaid, do hereby certify that THOMAS MCCARTHY, a married man, &  
LAWRENCE SILVER, a married man,  
personally known to me to be the same person(s) and name(s) subscribed to the foregoing  
instrument appeared before me this day in person and acknowledged that they signed, sealed  
and delivered the said instrument as their free and voluntary act, for the uses and purposes  
therein set forth, including the release and waiver of the right of homestead.  
Given my hand and notarial seal this 20th day of March 19 95



Ronald J. Mentone  
Notary Public

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COUNTY ILLINOIS TRANSFER STAMPS  
EXEMPT UNDER PROVISIONS OF PARAGRAPH  
SECTION 4 REAL ESTATE TRANSFER  
ACT  
DATE  
Buyer, Seller or Representative

Mail to: Grantee's Address  
**P** Palos Bank and Trust  
TRUST AND INVESTMENT DIVISION

This instrument was prepared by:  
R.J. MENTONE  
1807 N. Broadway Melrose Park, Illinois 60160

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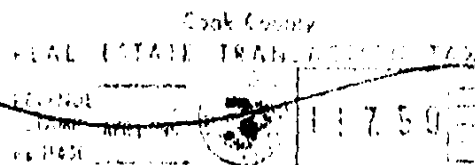
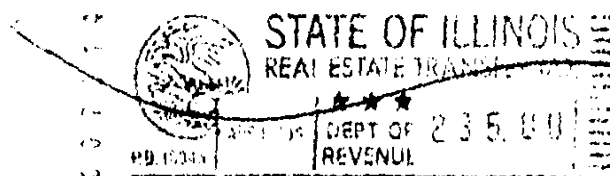
- 1) General real estate taxes for the year 1994 and subsequent years;
- 2) Declarations of Covenants, Conditions, Restrictions and Rights dated April 25, 1994;
- 3) Easement Grant dated May 27, 1994.
- 4) Plat of Subdivision of Priority Estates of River Forest recorded June 23, 1994 as document 94558271;
- 5) Acts done or suffered by or through the Grantee;
- 6) This conveyance is subject to the right (but not the obligation) of the DOMINICANS, PROVINCE OF ST. ALBERT THE GREAT, U.S.A., a not for profit corporation, to repurchase the property conveyed hereby for the original consideration paid by the Grantors, LAWRENCE M. SILVER & THOMAS J. MCCARTHY on March 8, 1995, (subject to customary closing provisions and conditions), in its present condition (or better) and subject to no additional exceptions or encumbrances other than those listed hereon, if Grantee or its successors or assigns have not on or before two (2) years from the date hereof: (a) received "Architectural Approval" to construct a "Dwelling Unit" as such terms are defined in and pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Rights made by the the DOMINICANS, PROVINCE OF ST. ALBERT, U.S.A., dated April 25, 1994 (the "Covenants"); and (b) been issued all appropriate permits by the Village of River Forest (and any other necessary governmental units) to commence construction thereon. Such right of repurchase shall be exercisable by written notice to the then-current owner of record on or before September 8, 1997. In the event such notice is delivered, the then-current owner and DOMINICANS, PROVINCE OF ST. ALBERT THE GREAT, U.S.A., shall work in good faith to reconvey the property within thirty (30) days and in accordance with local practice and customs.

Grantee further acknowledges that no person or entity or their respective majority owned affiliates may own, directly or indirectly, legally or beneficially, more than three (3) Residential Lots (as defined in and subject to Covenants) at any time from time to time.

Grantee further agrees, at Grantee's sole cost and expense, to cause new sidewalks to be installed across the property conveyed hereby or on the public right-of-way adjacent to the property conveyed hereby which installation shall be subject to the approval and the direction of the Village of River Forest.

DOMINICANS, PROVINCE OF ST. ALBERT THE GREAT, U.S.A., reserves all rights and remedies available at law or equity in relation to these restrictions.

THESE RESTRICTIONS shall be covenants running with the property conveyed hereby and shall be binding on all successors and assigns of Grantee.



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Property of Cook County Clerk's Office

2025/01/28