

# UNOFFICIAL COPY

## WARRANTY DEED IN TRUST

96437805

. DEPT-01 RECORDING \$27.00  
 . T#2222 TRAN 0009 06/07/96 16:38:00  
 . #6958 : KE \*-96-437805  
 . COOK COUNTY RECORDER

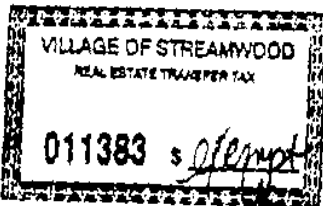
The above space is for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor(s)

INVERNESS DEVELOPMENT, INC.

of the County of COOK and State of ILLINOIS for and in consideration of TEN and 00/100  
 (\$10.00) Dollars, and other good and valuable considerations in hand, paid, Convey and warrant unto PARKWAY  
 BANK AND TRUST COMPANY, 4800 N. Harlem Avenue, Harwood Heights, Illinois 60656, an Illinois banking corporation, its  
 successor or successors, as Trustee under the provisions of a trust agreement dated the 31st  
 day of May 1996, known as Trust Number 11372, the following described real estate in the  
 County of COOK and State of Illinois, to-wit:

see attached



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, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding 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, 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 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 or easement appurtenant to said premise or any part thereof, 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 the same, whether similar to or different from the ways above specified, at any time or times hereafter.

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In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, 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 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

The interest of each and every beneficiary hereunder and all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or 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.

And the said grantor \_\_\_\_\_ hereby expressly waive \_\_\_\_\_ and release \_\_\_\_\_ 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 \_\_\_\_\_ aforesaid ha S hereunto set his hand \_\_\_\_\_ and seal \_\_\_\_\_ this 7th day of June 1996

W McElwain President INVERNESS DEVELOPMENT

THIS INSTRUMENT WAS PREPARED BY:

Warren McElwain 1642 Colonial Pky. Inverness, IL

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Warren McElwain

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 Warren McElwain 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.

Given under my hand and notarial seal this 7th day of June 1996

"OFFICIAL SEAL"  
Notary Public, State of Illinois  
My Commission Expires \_\_\_\_\_

Rosa C. Allen  
Notary Public

**PARKWAY BANK AND TRUST COMPANY**  
4800 N. HARLEM AVENUE  
HARWOOD HEIGHTS, ILLINOIS 60656  
BOX 282

For information only insert street address of above described property

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## LEGAL DESCRIPTION RIDER

PARCEL 1: THE EAST 16 RODS OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND; BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4); THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (1/4) 667.5 FEET; THENCE WESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREE 33 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 371.25 FEET; THENCE SOUTHERLY 667.8 FEET TO A POINT IN THE SOUTH LINE OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) THAT IS 372.7 FEET WEST OF THE PLACE OF BEGINNING THENCE EASTERLY 372.7 FEET TO THE PLACE OF BEGINNING.

ALSO

THE EAST 20 RODS OF THE WEST 64 RODS OF THE SOUTH 40 RODS OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND; BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4); THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (1/4) 667.5 FEET; THENCE WESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 33 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 371.25 FEET; THENCE SOUTHERLY 667.8 FEET TO A POINT IN THE SOUTH LINE OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) THAT IS 372.7 FEET WEST OF THE PLACE OF BEGINNING THENCE EASTERLY 372.7 FEET TO THE PLACE OF BEGINNING.

ALSO

THE NORTH HALF (1/2) OF LOT THIRTEEN (13) OF SECTION 27, BEING A PART OF THE SOUTHWEST QUARTER (1/4) OF THE NORTH EAST QUARTER (1/4) OF SAID SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND; BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4); THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (1/4) 667.5 FEET; THENCE WESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 33 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 371.25 FEET THENCE SOUTHERLY 667.8 FEET TO A POINT IN THE SOUTH LINE OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) THAT IS 372.7 FEET WEST OF THE PLACE OF BEGINNING THENCE EASTERLY 372.7 FEET TO THE PLACE OF BEGINNING.

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ALSO

THE EAST 9 RODS OF THE WEST 44 RODS OF THE SOUTH 80 RODS OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH IN THE EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER LR1963853.

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