36437204

UNOFFICIAL COPY

DEED IN TRUST WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, MARK R. LAVELLE AND PATRICIA LAVELLE, HUSBAND AND WIFE

96497204

the County of COOK for and in consideration of \$10.00-----

and other good and valuable considerations in hand, paid, Convey's) and Warrant(s) unto the PALOS BANK AND TRUST COMPANY, an Illinois Banking Corporation of the United States of America as Trustee DEPT-01 RECORDING \$23.50 T#0014 TRAN 6672 06/27/96 12:59:00 #5489 ÷ TO *~96-497204 COOK COUNTY RECORDER

under the provisions of a Trust Agricanent dated the 28th day of May 19 96 and known as the following described real estate in the County of COOK and the State of

Illinois, to-wit:

96.0.620

UNIT NO. 133 IN COLONIAL HEIGHTS CONDOMINIUM, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS DEFINED AND DELINEATED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 23323318, AS AMENDED FROM TIME TO TIME, IN SECTION 24 TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING AND STORAGE AREA GS133, A LIMITED COMMON ELEMENT AS SET FORTH IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 23323318.

LAWYERS TITLE INSURANCE CORPORATION

Permanent Index No. 23-24-300-114-1037

Common Address:

65 E. PARLIAMENT DRIVE UNIT 133, PALOS HEIGHTS, IL. 60463

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts, and for the axis 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 self, to grant options, to self 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

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 indebtness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the par ment 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 (2) or reby expressly waive (5) and release (8) 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 (2) aforesaid has (ve) hereunto set (his) (her) (their) hand and seal (8) this ab T day of the control of the control of the grantor (2) aforesaid has (ve) hereunto set (his) (her) (their) hand and seal (8) this ab T day of the control of			
		(SEAL) & Marle V. Lawrence (X Lafarina Suchelle)	
		(SEAL) (SEAL)	
State of The Dotto Zin	a Notary Public in and for said County, in the state		
County of Cosk) aforesaid, do hereby certif			
	o be the same person(s) (shose name(s) subscribed to the foregoing		
	e me this day in person and acknowledged that Hrey signed, sealed		
and delivered the said inst	rument as HE if free and volunting act, for the users and purposes		
therein set forth, including the release and waiver of the right of homestead. Given my hand and notarial seal this 212 day of			
Given my hand and notari	al seal this 20 day of 000 1996		
	OFFICIA S.4		
	Notary Public Notary Public Barris		
1 NA 118 IDPATENTS	COOK COUNTY My Commission Expires		
DIS TRANSFER STAMPS	Mail Fax Bills To September 27, 1998		
7.5 1 6 7.6 7.6 7.6 7.6 7.6 7.6 7.6 7.6 7.6 7	**********		
E. NS OF PARAGRAPH	TEUST#1-3985-PAICS BALK+ TRUST		
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D TATE OF THE PERSON OF THE PE	12600 S. HARLIM AVENUE		
1 PANOS 1216473, 71 60463			
E 8 Z g to g or Representative			
Militar Grantee's Address			
This instances your available	Palos Bank and Trust		
This instrument was prepared by: LAWOFFICES OF JOHN Z. 703CAS	TRUST AND INVESTMENT DIVISION		
12130 S. HARLEM, PAGES HTS., 21. (20963	■/: 12600 South Harlem Avenue : Palos Heights, Illinois 60463 (705) 448-9100		