

UNOFFICIAL COPY

96601372

WARRANTY DEED IN TRUST THIS INSTRUMENT PREPARED BY:

Laura Hughes

THIS INDENTURE WITNESSETH, That the Grantor, Cecilia Niziolek

F	R	I	V	E	R	G	R	O	V	E
P										P
T										V
I										D

DEPT. OF RECORDING \$27.00
 T00003 TRAN 3358 08/06/96 13:15:00
 493.35 & P/C W-96-601372
 COOK COUNTY RECORDER

The above space for recorders use only

of the County of Cook and State of Illinois for and in consideration of Ten Dollars and No/100, and other good and valuable considerations in hand paid, Conveys and Warrants unto the PIONEER BANK & TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 30th day of July, 1996, known as Trust Number 26216, the following described real estate in the County of Cook and State of Illinois, to-wit:

Unit No. 206 as delineated on Plat of Survey of Lot 1 in Joseph J. Paganucci's Re-subdivision of Lots 1 through 20, both inclusive, in Block 7 in River Grove Estates, being a Subdivision in the North East Fractional Quarter of Section 26, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium made by Elmwood Builders, Inc., an Illinois Corporation, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 19519302; together with its undivided percentage interest in the common elements, in Cook County, Illinois.

P. I. NO. 12-26-207-009-1014

Exempt under provisions of Paragraph B, Section 4, Real Estate Transfer Tax Act.

2/29/96
Date

Notary Public or Representative

VILLAGE OF RIVER GROVE
DEED INSPECTION

NO: 000563

APPROVED: *[Signature]*

ante's Address: 4000 West North Avenue, Chicago, Illinois 60639

he 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 re-subdivide 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 present or 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, 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 premises 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.

UNOFFICIAL COPY

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.

This conveyance is made upon the express understanding and conditions that neither Pioneer Bank & 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 its or their agents or attorneys may do or omit to do in or about the said real estate or under the provision 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 of 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.

If the title to any of the above lands 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 the said grantor _____ hereby expressly waives _____ 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 has _____ hereunto set _____
_____ hand _____ and seal _____ this 30th day of _____ July _____

19__ 96

Cecilia Nixiolo _____ (Seal) _____ (Seal)
Cecilia Nixiolo _____ (Seal) _____ (Seal)

9551372

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) SS. I, _____
a Notary Public in and for said County, in the state aforesaid, do hereby
certify that Cecilia Niziolek

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 she signed, sealed and delivered the said instrument as
a _____ 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 30th day of July
19 96.

OFFICIAL SEAL
ALANSA C. FERGUSON
Notary Public, State of Illinois
My Commission Expires 9-18-99

Alansa Ferguson
Notary Public

Pioneer Bank & Trust Company

Box 22



3151 N. Paris Ave., Apt. 206, River Grove, Ill
60171

For information only insert street address of
the above described property.

Mail subsequent Real Estate Tax Bills to:
Cecilia Niziolek

Name 3151 N. Paris Ave., Apt. 206,

Address River Grove, Illinois 60171

City/State/Zip

9601372

UNOFFICIAL COPY

Property of Cook County Clerk's Office

96601372

UNOFFICIAL COPY

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his 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 title to real estate under the laws of the State of Illinois.

Dated: 7/30/96

Signature: Cecilia Niziolok
Cecilia Niziolok Grantor or Agent

Subscribed and sworn to before me
by the said Cecilia Niziolok
this 30th of July
19 96.



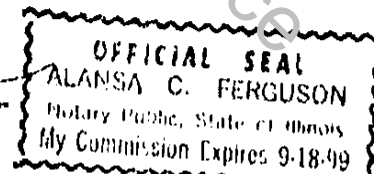
Notary Public Alansa C. Ferguson

The grantee or his 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:

Signature: Laura Hughes
Pioneer Bank and Trust Company of Chicago, Laura Hughes, Trust Officer Grantee or Agent

Subscribed and sworn to before me
by the said Laura Hughes, Trust Officer
this 30th of July
19 96.



Notary Public Alansa C. Ferguson

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 ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

96601372

UNOFFICIAL COPY

Property of Cook County Clerk's Office

9E601372