## UNOFFICIAL COPY:53244

## **DEED IN TRUST** WARRANTY DEED

٠	24	James .	ierti	ter		

THIS INDENTU	RE WIT:	NESSETH,	That
--------------	---------	----------	------

the Grantor. Suburban Bank & Trust Co. f/k/a Southwest
Financial Bank and Trust
an illinois banking corporation
the County of Du Page and for and in consideration of Ten and 00/100 and other good and valuable considerations in hand, paid, Convey(a) and Warrani(s) unto the PALOS BANK AND TRUST COMPANY, an Illinois Banking Corporation

of the United States of America, as Trustee 1.

	:•	•	WY
•			
1			1
Barrell	!		- 11 1

under the provisions of a Trust Agreement dated the 4th day of November 19 97 and known as Trust Number 1-4223 the following described real estate in the County of Cook and the State of Illinois, to-wit:

LOT 113 IN WOODLAND SHORES, UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 28, YOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Subject to: (a) General real estate taxes not due and payable at the time of closing; (b) building lines and building laws and ordinances, use or occupancy respections, conditions and covenants of record; (c)zoning laws and ordinances which conform to the present usage of the premises; (d)public and Clarks utility easements which serve the premises.

Permanent Index No. 23-28-310-009-0000

Common Address: 121 Lakeland, Palos Park, Illinois 60464

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts, and for the was 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

## UNOFFICIAL COP 3/853214

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 on 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 physicist and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition tong the date of the filing for record of this deed.

And the said grantor (s) he by 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 Illinoi providing for the exemp	
	ve) hereunto set (his) (her) (their) hand and seal (s) this 12th day SUBURBAN BANK AND TRUST COMPANY
of November . 19 97	
(SEAL)(SEAL)	Doub Will / Prendent
(SEAL)(SEAL)	Josephine Couse, Ein
	<u>'</u>
State of Illinois ) 1. Juna S.	Clance a Notary Public in and for-sund County, in the state
County of Cook ) aforesaid, do hereby certify	COUPS D HTCL TA AND
• • • • • • • • • • • • • • • • • • •	o be the same person(s whose name(s) subscribed to the foregoing
• •	me this day in person and ack, invludged that 7765 signed, scaled
	rument as There and voluntary act, for the users and purposes
•	the release and waiver of the right of homestead all seal this 12th day of November
Greating many many and modern	Was the Arenday of Hoveman
	Maril Co
	Notary Public
COLUMNOSTARASTARASTARASTARASTARASTARASTARASTAR	Mail Lex Bolts To
EXEMPT US DER PROVISION SPECIAL SEAL	NICK HALIKIAS
ACT. My Commission Expires Jan. 31, 2001	121 LAKELAND
DATE: MAN	PAWS PARK IL 60464
Buser, Seller or Representative	VIIWS THERE 16 60 161
	Mail to: Grantee's Address
This instrument was prepared by:	Palos Bank and Trust
Diane Rumsfield 30 N. LaSalle, #1200, Chicago, IL 60602	TRUST AND INVESTMENT DIVISION 1,2600 South Harlem Avenue Palos Heights Illinois 60463 1708) 448-9100

