

WARRANTY DEED IN TRUST

4477/0273 11 001 1997-12-04 13:56:50

Cook County Recorder

25.00

THIS INDENTURE WITNESSETH, that the Grantor MATTESON LUMBER & COAL COMPANY, A CORPORATION, n/k/a MATTESON LUMBER CO., an Illinois corporation,

of the County of Cook and State of Illinois for and in consideration of ten(\$10) dollars, and other good and valuable considerations in hand paid, conveys and warrants unto the GREATBANC TRUST COMPANY, an Illinois Corporation, as Trustee under the provisions of a Trust Agreement

(Reserved for Recorder's Use Only)

dated the 24th day of November, 1997.

known as Trust Number 8023, the following described real estate in the County of Cook and State of Illinois, to wit:

(see attached)

4221440-BIT
P 1061

Subject to: covenants, conditions and restrictions of record; public and utility easements and roads and highways, if any; general taxes for the year 1996 and subsequent years.

Permanent Tax Number: 31-26-203-002, 31-26-203-008, 31-26-203-013

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 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.

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

Street address of above described property: 21715 Main St., Matteson, IL 60443

UNOFFICIAL COPY

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 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 releases 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, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 1 day of December, 1997.

CORPORATE SEAL

MATTESON LUMBER & COAL COMPANY,
A CORPORATION, n/k/a
MATTESON LUMBER CO., INC.

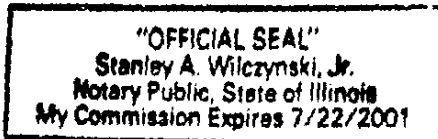
Sally A. Foster
President

ATTEST:

Kimberly McCray
Secretary

State of Illinois, County of Cook, ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that SALLY A. FOSTER personally known to me to be the President of MATTESON LUMBER & COAL COMPANY, A CORPORATION, nka MATTESON LUMBER CO., INC., and Kimberly McCray personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1 day of December, 1997.



Stanley A. Wilczynski, Jr.
Notary Public

Mail this recorded instrument to:

GreatBanc Trust Company
20900 S. Western Ave.
Olympia Fields, IL 60461

Mail future tax bills to:

Lantry & Lantry
18159 Dixie
Hawthorn, IL 60430

This instrument prepared by:

Stanley A. Wilczynski, Jr.
1515 Halsted Street
Chicago Heights, IL 60411



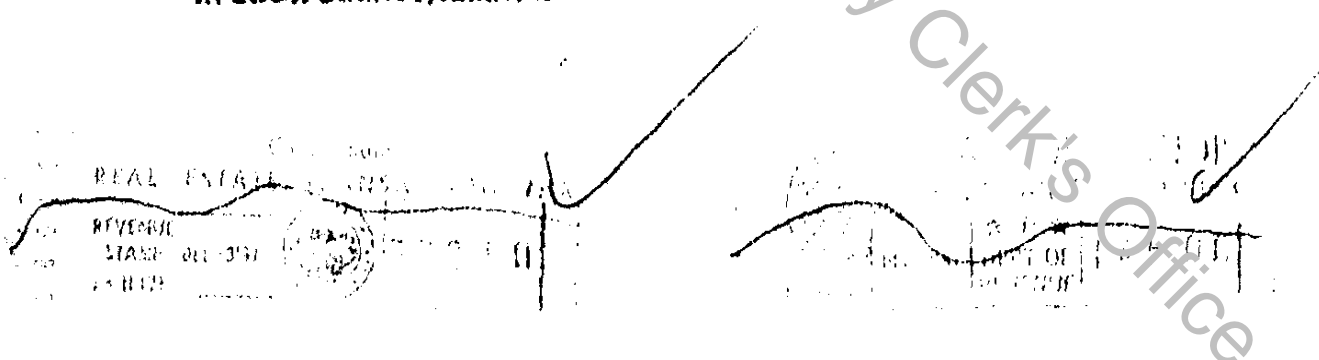
GREATBANC TRUST COMPANY

Olympia Fields, Illinois
Aurora, Illinois

15451616

UNOFFICIAL COPY

LOT 4 (EXCEPT THE NORTH 16 FEET THEREOF CONVEYED TO THE VILLAGE OF MATTESON BY DOCUMENT 7902146 RECORDED APRIL 27, 1923) AND LOTS 5, 6 AND THE VACATED ALLEY LYING WEST AND ADJOINING SAID LOTS AND LOTS 17, 18 AND 19 ALL IN BLOCK 2 IN WHEELER'S ADDITION TO THE VILLAGE OF MATTESON IN SECTION 26, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO ALL THAT PART OF LOTS 20, 21 AND 22 IN BLOCK 2 IN WHEELER'S ADDITION TO THE VILLAGE OF MATTESON WHICH LIES EAST OF A LINE DRAWN PARALLEL TO AND 68 FEET EASTERLY FROM THE EASTERLY LINE OF THE 200 FEET RIGHT-OF-WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 20, SAID CORNER BEING 68 FEET EASTERLY FROM THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS CENTRAL RAILROAD COMPANY MEASURED PERPENDICULARLY THERETO; THENCE NORTHERLY AND PARALLEL TO SAID EASTERLY RIGHT-OF-WAY LINE 161.1 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 22; THENCE EAST ALONG SAID NORTH LINE OF LOT 22 68.8 FEET TO THE NORTHEAST CORNER OF SAID LOT 22; THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 20, 21 AND 22 150 FEET TO THE SOUTHEAST CORNER OF SAID LOT 20; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 20 131.5 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20 OR PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.



Permanent Real Estate Index Number: 31-26-203-002, 31-26-203-008,
31-26-203-013

Address of Real Estate: 21715 Main St., Matteson, IL 60443

UNOFFICIAL COPY

Property of Cook County Clerk's Office