

UNOFFICIAL COPY

COLE TAYLOR BANK

WARRANTY DEED IN TRUST

97099639

THIS INDENTURE WITNESSETH, that the Grantor, JOSE N. GARCIA and ELSA GARCIA

of the County of COOK and the State of ILLINOIS, for and in consideration of the sum of TEN (\$10.00)

Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged. Convey(s) and Warranty unto COLE TAYLOR BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 8th day of January, 19 97, and known as Trust Number 97-7089, the following described real estate in the County of COOK and State of Illinois, to wit:

Lot 3 in the subdivision of the north 1/2 of the west 1/3 of the northeast 1/4 of section 35, Township 40 north, range 13 east of the third principal meridian, in Cook County, Illinois

DEPT-01 RECORDING \$23.00
T40012 TRAN 4007 02/11/97 14:46:00
#1584 CG *-97-099639
COOK COUNTY RECORDER

STATE OF ILLINOIS
DEPT. OF REVENUE
100.00

GRANTEE'S ADDRESS 5501 w. 79th street Burr Ridge, IL 60459

P.I.N. 13-35-201-009-0000

TO HAVE AND TO HOLD the said real estate 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 real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate 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 real estate 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 real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in 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 real estate, 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 real estate or any part thereof, and to deal with said real estate 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.

BOX 333-CTI

See Reverse

71
97-099639
1641077

22.00
5

97099639

UNOFFICIAL COPY

In no case shall any party dealing with said Trustee, or any successor in trust, in relations to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance lease or other instrument, (a) That at the time of 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, 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.

And the said grantor(s) hereby 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 Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid has hereunto set 4 hand(s) and seal(s) this 7th day of FEBRUARY, 1997.

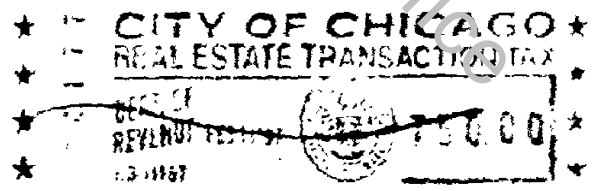
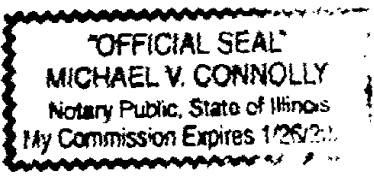
x Jose N. Garcia (SEAL) _____ (SEAL)
x Elsa Garcia (SEAL) _____ (SEAL)

STATE OF ILLINOIS
SS.
COUNTY OF COOK

M.V. Connolly a Notary Public in and for said County, in the state aforesaid, do hereby certify that Jose N. and Elsa Garcia personally known to me to be the same person(s) whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 FEBRUARY, 1997.

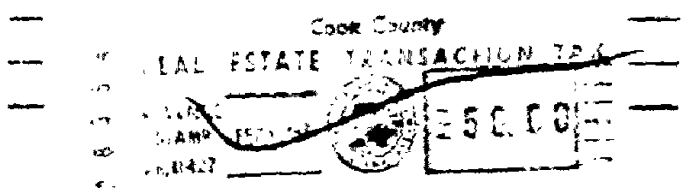
Michael V. Connolly
Notary Public



Mail To:
William Harrison
5940 W. Touhy
SUITE 140
NILES, IL 60714

Address of Property:
3505 W. Fullerton
Chicago, IL

This instrument was prepared by:
MICHAEL V. CONNOLLY



02709026