

UNOFFICIAL COPY

97117703

WARRANTY DEED IN TRUST THIS INSTRUMENT PREPARED BY:

96538264

THIS INSTRUMENT WITNESSETH, That the
Grantor, Steven Sagata, a bachelor

DEPT-01 RECORDING \$27.00
TIC015 TRAM 1528 07/15/98 15122100
12982 REC M-96-538264
COOK COUNTY RECORDER

D/LH 7.9738

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 of the good and valuable considerations in hand paid, Conveys and Warrants unto the FIRST FNR
BANK & TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the
day of July 9, 1998, known as Trust Number 84X02 26206, the following
described real estate in the County of Cook and State of Illinois, to-wit:

LOT 13 IN BLOCK 8 IN FULLERTON'S SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT
PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO AND NORTHWESTERN RAILROAD AND
OF THAT PART LYING WEST OF SAID RAILROAD AND EAST CLYBOURN AVENUE ACCORDING TO THE PLAT
RECORDED IN BOOK 15 OF PLATS, PAGE 10, IN COOK COUNTY, ILLINOIS.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING, IF ANY: COVENANTS, CONDITIONS AND
RESTRICTIONS OF RECORD, PUBLIC AND UTILITY EASEMENTS, UNCONFIRMED SPECIAL GOVERNMENTAL
TAXES OR ASSESSMENTS, GENERAL REAL ESTATE TAXES FOR THE YEAR 1995 AND SUBSEQUENT
YEARS, PROVIDED, HOWEVER, THAT NONE OF THE FOREGOING ARE VIOLATED OR OBSTRUCTED AND
DO NOT INTERFERE WITH THE USE OF THE PREMISES AS AN APARTMENT BUILDING, AND DO NOT
CONTAIN PROVISIONS FOR FORFEITURE OR REVERSION OF TITLE IN THE EVENT OF BREACH.

1729 W AATGELD
CHGO ILL 60647

17-30-109-006

Grantor's Address: 8183 W. Belmont Avenue, River Grove, IL 60171

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, alter, protect and subdivide said premises or any
part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivisions or part thereof, and to redivide 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 demise, to lease, 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 lease 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, about or 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.

BOX 333-CTI

1 of 3

THIS DEED IS BEING RE-RECORDED TO CORRECT AN ERROR IN THE NAME OF THE
GRANTEE.

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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 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 bring 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: (1) 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; (2) 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; (3) that said trustee was duly authorized and empowered to execute and deliver any such deed, trust deed, lease, mortgage or other instrument and (4) 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, judgment or decree for anything in or they or it or their agents or attorneys may so 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 referred 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 or their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The income 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 in 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, the grantor aforesaid has hereunto set his hand and seal this 11th day of July

1996

Steven Zajack (Seal) _____ (Seal)
Steven Zajack _____ (Seal) _____ (Seal)

96538264

97117700

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STATE OF Illinois)
 COUNTY OF Cook) SS. Notary Public in and for said County, in the state of Illinois, do hereby certify that

SIEMO Yagata, a bachelor

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 he signed, sealed and delivered the said instrument as his 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 11th day of July 1925

OFFICIAL SEAL
 CONSTANTINE PACHARSIANOS
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 01-15-28

Constantine PacharSIANOS
Notary Public

Pioneer Bank & Trust Company

Box 22

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

Mail subsequent Real Estate Tax Bills to:

Robert A. Koch
 Name 1327 W. Greengate
 Address Chicago, Illinois 60657
 City/State/Zip

96538264

Notary Public in and for said County, in the state of Illinois, do hereby certify that

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Property of Cook County Clerk's Office

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT OF REVENUE
197.00

COOK COUNTY
REAL ESTATE TRANSACTION TAX
DEPT OF REVENUE
300.50

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT OF REVENUE
198.00

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT OF REVENUE
178.50

96538264

MAIL TO:

110 N. W. STATE
2ND WEST BARRACADE
14TH FLOOR
CHICAGO, IL 60606

COOK COUNTY