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WARRANTY DEED IN TRUST

97144391

DEPT-01 RECORDING

\$27

T00012 TRAN 4187 03/04/97 12:36:00 #8712 + CG #-97-14439

COOK COUNTY RECORDER

The above space for recorder's use only

THIS INDENTUAS WITNESSETH, That the Grantor, busband and wife,	Michael Clarke and Patricia Clarke,
huabahd and wife,	as joint tenents
of the County of Tep 87 d 00/100 and State of	Illinois for and in consideration
Dollars (\$ 10.00), in hand paid, and of	f other good and valuable considerations, receipt of
MURIT IS LIBITATA COLÀ SCRUCIANA VIVIGO COLLARA """ SU	io waitant unto surie bank of Countiyaide, a
benking corporation duly organized and existing u	inder the laws of the State of Illinois, and duly
authorized to accept and execute trurk within the Sti	ate of Illinois, as Trustee under the provisions of a
certain Trust Agreement, dated the 12th 19 93, and known as Trust Number 93-136	day of November
19 33 , and known as Trust Number 93-136	, the following described
real estate in the County ofCook	and State of Illinois, to-wit:
	·

Parcel 1: Lot 43 in Block 1 in McGage's Subdivision of Out Lot on Block 19. in the Canal Trustees' Subdivision, in the West 1/2 of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. P.I.N. 17-05-308-063-0000; Commonly known as 1456 W. Cortez Street, Chicago, IL

Parcel 2: Lot 44 in Block 1 in McCagg's Subdivision in Block 19 in Canal Trustees' Subdivision in the West 1/2 of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. P.I.N. 17-05-308-062-0000

Commonly known as 1458 W. Cortez Street, Chicago, IL 60622

SUBJECT TO

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 re-subdivide 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 vasted in said Trustee, to donate, to dedicate, to mortgage, piedge 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 presenti 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 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 contract to make leases and to grant options to

lease and options to renew leases and options to parollase the whole of any part of the reversion and to contract respecting the manner of thing 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 essements or charges of any kind, to release, convey or assign any right, title or interest in or about or essement appurtenent 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 thereafter.

In no case shall any party dealing with the Trustee, or any successor in trust, in relation 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 to 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 suncessor 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 the delivery thereof the trust created by this Indenture and by said first 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 baneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and delthar every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successors, in trust, that such successors 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, hit or their predecessor in trust.

This conveyance is made upon the explices understanding and condition that neither State Bank of Countryside, individually or as Trustee, nor its successors in trust shall incur any personal liability or be subjected to any claim, judgment or dicree for anything it or they or its 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 passon or property happening in or about said real estate any and all such liability being hereby expressly waited 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 online of this condition from the date of the filling for record of this Deed.

The Interest of each and every beneficiary hareunder and under said Trust Agreement 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 any other disposition of said real estate, and such interest is hereby decirred 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 aforcasid, the intention hereof being to vest in said State Bank of Countryside the entire legal and equitable title in the simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hareafter 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 truet," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trustes shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor ______ hereby expressly waive _____ 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.

Document Number

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Property of Cook County Clerk's Office

In Witness Whereof, the grantor		atoresaid ha ve	hereunto set _	their
hand and seal and seal	19 97	this	26th	day of
Muchael Clarke		Hatricia .	Clarke	(Seal)
F	(Seal)			(Seal)
,	. •	,,	************	
STATE OF ILLINGIS COUNTY OF SS.	certify the	the undersigned and for said County, in at Michael Clarks usband and wife,	the state aforest a and Patricia as joint cener	id, do hereby
	personali W 1994 na	y known to me to be the	same person	the foregoing
"OFFICIAL SEAL"	acknowle delivered act, for ti	n) appeared before they they the raid instrument as the user and purposes and walver of the right of	their free therein set forth,	sealed and and and voluntary
TAMMY M. ZOUBEK Notary Public. State of Illinois My Cammission Expires 4/29/98	Given un	der my hand and what	lal seal this	26th 20uletr
		Notary F	ubic	0

Mail to:

STATE BANK OF COUNTRYSIDE 6734 Joliet Fload • Countryside, IL 60525 (706) 485-3100

THIS INSTRUMENT	WAS PREPARED BY	١:
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J. Creaden
State Bank of Countryside
6734 Joliet Road
Countryside, IL 60525

thereby declare that the attached deed represents a transaction exempt from taxation under the Chicago transaction has ordinance by puragraph(s). E. of Section 2004-286 of said ordinance.

I hereby declare that the attached deed represents a transaction exempt under provisions of research Act.

Section 4, of the Real Estate Transfer Tax Act.

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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 provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

SORTOKED

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