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WARRANTY DEED IN TRUST

5432/0068 50 001 1998-01-26 14:02:28 Cook County Recorder

The above space for recorder's use only

HIS INDENTURE WITNESSETH, That the Grantor, BENEDICTINE CONVENT OF OUR LADY OF SORROWS 5900 West 14/th Street, Oak Forest, Illinois 60452
of the County of Cock and State of Illinois, for and in consideration of TEN AND 20/100
Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of
which is hereby duly acknowledged, Convey and Warrant unto State Bank of Countryside, a panking 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 the1 2EF day of January
9 98, and known as Trust Number 28-1866 , the following described eatlestate in the County of Cook and State of Illinois, to-wit:
A corporation created and existing under and by virtue of the laws of
of the State of Illinois and duly authorized to transact business
in the State of Illinois and pursuant to authority given by the $\frac{m}{60}$ Board of Directors of said corporation.
" Purchasers shall not place any structures

LEGAL ATTACHED HERETO

P.T.N. 28-08-301-004 28-08-301-005 97-14160 113 PRAIRIE TITLE 329 W. CHICAGO AVE. SUBJECT TO OAK PARK, IL 60302

upon the property described herein except sports related buildings and improvements ancillary to parking purposes and sports facilities for a period of ten (10) years from the date of this document or upon the dated on which the Benedictine Sisters have p transferred ownership rights to the property directly east of the property described herein, whichever occurs first."

Instate with the appurtenances, upon the trusts, and for the uces present set forth.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uces 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 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 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

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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 b appurtenant to said real estate or any part thereof, and to deal with said real estate and every part $\dot{\psi}$ thereof in all other ways and for such other considerations as it would be lawful for any person owning e_{i}^{2} 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 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 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said frustee, 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 of 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 und instanding and condition that neither State Bank of Countryside, 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 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 person or property happening in or about said real estate any and all such liability being hereby expressly waived and rainased. 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 Agree nen, 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 chilestion 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 notice of this condition from the date of the filling for record of this Deed.

The interest of each and every beneficiary hereunder 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 declared in the 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, the intention hereof being to vest in said State Bank of Countryside the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate 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 said Trustee 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 release. hereby expressly waive And the said grantor 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.

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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 32 models
and attested by its Secretary, this 22 m day of JANAY, , 1978
Name of Corporation: BENEDICTINE CONVENT OF
OUR LADY OF SORROWS
By: Surfer the service of the servic
President
Attest: Dister M. Evangela Lubek 05B
Attest: 11. 6 vangela ouver, 05B
'Secretary /
STATE OF ILLUNOIS
COUNTY OF COOK
COUNTI OF COURCE
I, the undersigned, a Notary Public in and for said
County, in the State aforesaid, DO HEREBY CERTIFY THAT
TRENE SEBO personally known to me to be
the President of the BENEDICTINE CONVENT OF OUR
LADY OF SORROWS CORPORATION, and EVANGELA BUBEX
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 and caused the corporate seal of said Corporation
to be affixed thereto, pursuant to the 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 notarial seal, this 2210 day
of 3 ANNARY, 19 98.
of 3 ANNARY, 19 48.
Morris Wicker
Notary Public
My commission expires on $11-12-192010$
.,, .,, .,, .,, .,, .,, .,, .,, .,, .,,
OFFICIAL SEAL YVONNE MICHKO
NOTARY PUBLIC, STATE OF ILLINOIS
Mail to: JOHN C. GRIFFIN WY COMMISSION EXPIRES 11-22-2000
10001 S. Roberts Road
Palos Hills, Illinois 60465
MAN IN THE RESERVE THE PROPERTY OF THE PROPERT
Toward Control of the
This Instrument Was Prepared By: JOHN C. GRIFFIN
10001 S. Roberts Road

Palos Hills, Illinois 60465

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My Clark's Office

THE WEST 650 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPTING THEREFROM THE WEST 33.00 FEET THEREOF, AND THE WEST 650.00 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPTING THEREFROM THE SOUTH 900.00 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS.



REAL ESTATE TRANSACTION TAX
SEVENUE
STAMP JAM26'98 497.50-

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