

UNOFFICIAL COPY

3712252

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, ELDRED HAVARD, divorced and not since remarried of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/100 (\$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 S unto River Oaks Bank and Trust Company, an Illinois Banking Corporation, whose address is 1701 River Oaks Drive, Calumet City, Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 23rd day of May, 1988 and known as Trust Number 2290, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 3 IN BLOCK 2 IN ARTHUR T. MCINTOSH AND COMPANY'S SOUTHTOWN MANOR, BEING A SUBDIVISION IN THE NORTHWEST FRACTIONAL 1/4 SOUTH OF THE INDIAN BOUNDARY LINE, OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT PROPERTY INDEX NO. 28-23-114-005
PROPERTY ADDRESS: 3778 SUNSET, MARKHAM, IL 60426

Prepared by: Geoffrey C. Miller, 930 W. 175th St., Homewood, IL

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 of any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision of part thereof, and to resubdivide said real estate as often as desired, to contract with or grant options to purchase, to sell or convey, 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, rights 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 comply with the terms of 1987 laws, 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 future of leasing 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 in connection with said real estate of 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 should 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, or any successor in trust, in relation to said real estate, or to whom said real estate of 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 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 Deeds of said county relying upon or claiming under any such conveyance, lease or other instrument, as 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, so that no such conveyance or other instrument was executed in accordance with the trust 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, so that said Trustee or any successor in trust, was fully authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and that 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, obligations and conditions of the said real estate in trust.

This conveyance is made upon the express understanding and condition that neither River Oaks Bank and Trust Company, its individually or as Trustee, nor its successor or successors in trust shall be or any person or entity 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 instrument heretofore or hereafter executed or for any liability or claim arising in or about said real estate any and all such liability being hereby expressly waived and released and no such obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it, 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 shall forever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder in 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 to be personal property, and no beneficiary hereunder shall have any title, interest, legal or equitable, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds thereof as above stated.

If the title to any of the above real estate is now or hereafter encumbered, the Registrar of Deeds is hereby advised, subject to the terms and conditions of this indenture, of the nature of the said encumbrance, and the words "in trust" or "upon condition" shall be limited to the words "in trust" in any ordinance with the State of Illinois in such case made and provided.

Any corporate successor to the trust business of any corporate Trustee named hereunder or acting hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or transfer.

And the said grantor, hereby expressly waives, full release, releases 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 or execution or otherwise.

In Witness Whereof, the grantor, ELDRED HAVARD, hereunto set his hand and seal, this 23rd day of May, 1988.

Eldred Havard (SEAL)
ELDRED HAVARD (SEAL)

State of Illinois, I, Patricia A. Whiteside, a Notary Public in and for said County, County of Cook, do hereby certify that ELDRED HAVARD, divorced and not since remarried

This instrument was drafted by Patricia A. Whiteside, personally known to me to be the same person 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.

OFFICIAL SEAL
PATRICIA A. WHITESIDE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAR. 27, 1991

Given under my hand and notarial seal this 23rd day of May, 1988
Patricia A. Whiteside
Notary Public
Notary Commission Expires March 27, 1991

MAIL TO

RIVER OAKS BANK & TRUST CO.
1701 RIVER OAKS DRIVE
CALUMET CITY, ILLINOIS 60400
BOX 176 (COOK COUNTY ONLY)

3778 Sunset
Markham, Illinois 60426

For information only insert property address

This space for affixing Record and Revenue Stamps

EXEMPT UNDER PROVISIONS OF ILL. CRASH VEHICLE SECTION 4, REAL ESTATE TRANSFER ACT.

DATE: 5-23-88 Agent [Signature] Notary, Seller or Representative

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Document Number

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Property of Cook County Clerk's Office

22
10/25/2011
IN DUPLICATE

3712252

Age of Grantee 1740
Address 712252

Husband TWOF

Wife

Address 3712252

Defendant

Remitter

Sig. Card 3712252

Property of Trustee
930 W. 175th St
Mokenca, IL

UCY 30