

# UNOFFICIAL COPY

WARRANTY-DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor,

Fred W. Twarok, *Signature*

of the County of Cook and State of Illinois, for and in consideration

of the sum of Ten Dollars # 10.00 ).

In hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant 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 trust within the State of Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 1991 day of April, 19 91, and known as Trust Number 91-2008, the following described real estate in the County of Cook and State of Illinois, to wit:

LOT FIFTEEN ( except that part thereof lying West of a line Fifty (50) feet East of and parallel with the West line of hereinafter described Section 11).-----(15)

LOT SIXTEEN ( except that part thereof lying West of a Line Fifty (50) feet East of and parallel with the West line hereinafter described Section 11).-----(16)

LOT SEVENTEEN ( except that part thereof lying West of a Line Fifty (50) feet East of and parallel with the West Line of Section 11).-----(17)

In Block Three (3) in Murdock James and Company's Archer Addition, being a Subdivision in the North West Quarter ( $\frac{1}{4}$ ) of Section 11, Township 38 North, Range 13, East of the Third Principal Meridian.

P.I.N. # 19-11-100-015 016,017 4725 S. Pulaski-Chgo, Il.  
SUBMITTED

"TO HAVE AND TO HOLD the said real estate with the appurtenances, up to the trustee, 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 create any subdivision or part thereof, and to resubdivide said real estate or any part thereof as desired, to contract to sell, to grant options to purchase, sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a spouse or successor in trust and to grant to such spouse or successor in trust all of the title, estate, powers and authorities vested in said Trustee, to lease, to let, to rent, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, in leasehold or fee simple, for any term or periods of time, or for a period in the case of any single lease, the term of 1993, and to renew, extend or lengthen any term and for any period or periods of time, and to renew in the case of any single lease, the term of 1993, and to renew, extend or lengthen any term and for any period or periods of time, and to grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate or any interest therein, for any term or periods of time, or for any term or periods of time, and to exchange said real estate, or any part thereof, for other real or personal property, to grant options or charges of any kind or nature on or over any part of the real estate, or any interest in it, and to make assignments of the whole 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 should be lawful for any person having the same to deal with the same, whether similar to or different from the ways as are specified at any time or times hereafter."

In no case shall any party dealing with said Trustee, or any successor in trust, be obliged to see to the payment of any purchase money, rent or money borrowed or advanced, contracted to be paid, leased or mortgaged by said Trustee, or any successor in trust, 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, lease, 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 party, including the Register of Titles and 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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement (or in all amendments thereto), if any, and binding upon all beneficiaries thereunder, (c) that no 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 the, his or their predecessor in trust.

This Indenture is made upon the express understanding and condition that neither COLE TAYLOR BANK, individually or as Trustee, nor its successors or assigns, or any person holding title to or under the provisions of this Deed or said Trust Agreement or any amendment thereto, for injury, damage or loss suffered in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred in or arising out of the Trustee's transactions 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, hereinafter 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 liability, gain or whatever with respect to any such contract, obligation or indebtedness except only so far as the true property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations, wheresoever, and whenever 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 and under said Trust Agreement and of all persons claiming under them or any of them, --> he 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 or interest, legal or equitable, in or to said real estate as such, nor only an interest in the earnings, avails and proceeds thereof as aforesaid, the interest herein being vested in said COLE TAYLOR BANK.

If the title to any of the above real estate is now or hereafter registered, the Register of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or mention 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 title is in accordance with the title, intent and meaning of the trust.

And the said grantor *hereby* expressly waives and releases my 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 afforementioned has his hereunto set his hand and seal this 1st day of April, 19 91.

(SEAL) *Signature* (SEAL)

(SEAL) (SEAL)

State of Illinois }  
County of Cook }

1. Melvin J. Kamm, a Notary Public in and for said County, in  
the state aforesaid, do hereby verify that

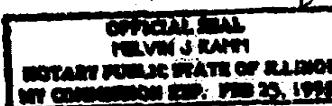
Fred W. Twarok, *Signature*

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

signed, sealed and delivered the said instrument as

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 1st day of April, 19 91.



GRANTEE

Notary Public

MAIL TO:

COLE TAYLOR BANK

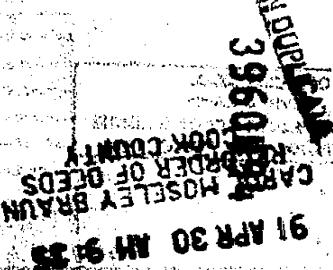
Cole Taylor Bank  
7601 South Cicero Avenue  
Chicago, Illinois 60632

For information only from street address of above described property.

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

1375639



Age or Child	1 year
Address	3960 N. Clark
Husband's Name	Hector J. West
Wife's Name	
Sister's Name	
Brother's Name	
Relative	
Sign Card	
M. K. M. CLARK	
1123 S. Milwaukee	
Chicago, Ill.	
60605	