

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Edward R. Olsen
RECORDED OF DEEDS

WARRANTY DEED IN TRUST
MAR 15 1971

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55-101

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors, EDWARD R. MURPHY and MARY E. MURPHY, his wife

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/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 BEVERLY BANK, a banking 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 the 11th day of August 19 70 and known as Trust Number 8-2415 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 48 in J. E. Merrion's Second Nob Hill Addition to Country Club Hills, a Resubdivision of certain lots and vacated streets in J. E. Merrion's Country Club Hills Sixth Addition and of Lot "B" in J. E. Merrion's Nob Hill Addition to Country Club Hills, all in the West three-quarters of the North West quarter of Section 26, Township 36 North; Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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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 resubdivide 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 or 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 public use, to lease or to otherwise dispose of any part of said real estate, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 hereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to purchase, and to purchase the whole or any part of the reversion and to contract respecting the manner of filing 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 essential to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways, with 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.

In no case shall any party dealing with said Trustee, or any successor in trust or mortgagee 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 in respect to 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. It 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, (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 and all amendments thereto, if any, and binding upon all beneficiaries thereunder, (c) that said 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 his or her predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Beverly Bank, individually or as trustee, nor any successor or any amendment hereof, or for injury to person or property hereunder, shall be liable for 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 and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with the execution of this deed shall be deemed to be the contract, obligation or indebtedness of the Trustee and not of the 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 said Trust Agreement, and provided, that 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 charge 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 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 or interest, legal or equitable, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds therefrom as aforesaid, the intention hereof being to vest in said Beverly Bank 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 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 cases, 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 the said grantors 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 of judgments.

In Witness Whereof, the grantor, aforesaid has their hands and seals this 11th day of August 19 70
[SEAL] Edward R. Murphy [SEAL]
[SEAL] Mary E. Murphy [SEAL]
[SEAL] MARY E. MURPHY

State of Illinois } I, Johanna Pearson a Notary Public in and for said County,
County of Cook } ss. in the state aforesaid, do hereby certify that
Edward R. Murphy and Mary E. Murphy, his wife
personally known to me to be the same person are who's name are
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their
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 March 19 71.
Johanna Pearson
Notary Public



Beverly Bank 16905 Sunset Ridge Drive-Country Club Hills, Illinois
Box No. 90 For information only Insert street address of above described property.

MAR 15 60-10-0997H
48579

Property

GENERAL RECORDS DEPARTMENT
1357 W. JESSA STREET
CHICAGO, ILL. 60643

NO TAXABLE CONVEYANCE
This is the space for affixing Rulers and Revenue Stamps

Document Number
21 420 715

END OF RECORDED DOCUMENT