

# UNOFFICIAL COPY

Ball 60-08-207W

21 440 405

This Indenture Witnesseth, That the Grantors

HUGH J. ROSE AND MARION J. ROSE, HIS WIFE,

of the County of COOK and State of ILLINOIS for and in consideration of \_\_\_\_\_ Dollars and no/100 \_\_\_\_\_ and other good and valuable considerations in hand paid, Convey and Warrant unto the CHICAGO CITY BANK AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 21st day of September 1956 known as Trust Number 5689

the following described real estate in the County of Cook and State of Illinois, to-wit: Lot 1 in Rose's Lakewood Subdivision, being a subdivision of Lots 1 and 2 (except the North 17 feet 60" of said Lot 1) in Henson and Company's subdivision of Lots 1 to 6, 12, 13 and 14, and Lots A, B, C and a private drive in Henson's and Company's second Palos Park, a subdivision of the North West quarter of the North East quarter of Section 27, Township 37 North, Range 12, East of the Third Principal Meridian also the West 30 feet of the vacated West 90th Street being the West portion of vacated West 90th Street as per Document 16042293 in Cook County, Illinois,

Subject only to (a) covenants, conditions, and restrictions of record with the following modification of the architectural design restriction contained in the Plat of Subdivision known as Rose's Lakewood Subdivision recorded as Loc. No. 2072463, to-wit: the architectural design restriction contained in the plat of the subdivision shall be of no force and effect in the event of the death or inability to act of either Hugh J. Rose or Marion J. Rose. In addition, the Grantors agree that the approval called for by said restriction shall not be unreasonably withheld; (b) private, public and utility easements and roads and highways, if any; (c) general taxes for the year 1970 and subsequent years,

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TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present 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 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 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 manner of fixing the amount of present or future rentals, to partition or to exchange said property, 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 appurtenant to said premises or any part thereof, and to deal with said property 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 hereafter.

In no case shall any party dealing with said trustee in relation to said premises or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereunder, and (c) that said trustee 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 its, his or her predecessor in trust.

The interest of each and every beneficiary hereunder 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 other dispositions of said real estate, and such interest shall be 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 thereof as aforesaid.

If the title to any of the above lands 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 the said grantor hereby expressly waives and releases 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.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this

second day of April 1971

(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_

(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_

mail To: Daniel Snyder (Snyder) 8044 So. Racine Chgo Ill 60617  
Grantor's 5251 W. 95th Street Oak, Lawn

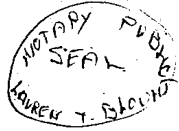
21 440 405

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK } ss.

I, Lauren T. Flount

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Rush C. Rose and Marion Joan Rose



personally known to me to be the same person whose name is 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.

MY COMMISSION  
EXPIRES DEC 2, 1971

GIVEN under my hand and notarial seal this second day of  
April A. D. 19 71

Lauren T. Flount  
Notary Public.

SIDNEY B. GILSE

COOK COUNTY ILLINOIS  
FILED FOR RECORD

APR 5 1971 2 17 PM

21440405

BOX 978

TRUST NO. 5689

Deed in Trust  
WARRANTY DEED

TO  
CHICAGO CITY BANK AND  
TRUST COMPANY  
TRUSTEE

END OF RECORDED DOCUMENT