

# UNOFFICIAL COPY

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WARRANTY DEED IN TRUST

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THIS INDENTURE WITNESSETH, That the Grantor, JUD J. REIDY and BEVERLY A. REIDY, 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 12th day of July 19 68, and known as Trust Number 8-1488, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 44 in Frederick H. Bartlett's 87th Street Homesteads, a Subdivision of the West half of the South East quarter of Section 32, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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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 create parks, streets, alleys or ways and to vacate any subdivision or part thereof, and to receive and hold the proceeds as often as desired, in connection with the sale of any part of the real estate, to sell on any terms, to convey and to grant to such successor or successors in trust all of the title, 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 lease in possession or in fee simple, 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 in reversion or in fee simple 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 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 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 would be lawful for any person owning the same to deal with the same, whether similar 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 or any part thereof shall be conveyed, contracted to be sold, leased or conveyed by said Trustee, or any successor in trust, be obliged to see to the fulfillment of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see to the fulfillment of any debt or obligation of any kind which may be incurred by said Trustee, or any successor in trust, in relation to said real estate, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, and every deed, lease, mortgage, pledge 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 Trustee of this deed) relying upon or claiming 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 hereunder, and that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument, and 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, rights, powers, authorities, duties and obligations of the said Trustee or predecessor in trust.

This conveyance is made upon the express understanding and intention that neither Beverly Bank, individually or as Trustee, nor its successors or assigns in trust shall incur any 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 amendments thereof, for injury to persons or property happening in or about said real estate or any part thereof, or for any loss or damage to property, or for any claim, obligation or indebtedness incurred or evidenced by the Trustee or successors in trust, or for any liability or claim, obligation or indebtedness of the beneficiaries under said Trust Agreement as their agents or attorneys, or for any claim, obligation or indebtedness of the Trustee, or at the election of the Trustee, in its own name, as Trustee of said real estate trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such claim, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be liable for the payment and discharge thereof), all persons and corporations, whomever and whatsoever shall be liable 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 accruing 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 thereof 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 not to register or note in the certificate of title or duplicate thereof or memorial, the words "in trust" upon condition, or "with limitations" or words of similar import, in accordance with the statute in such case made applicable, 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 grantor hereby expressly waive and release, convey and all right or benefit under any statute, or 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, aforesaid have hereunto set their hands and seals this 24th day of June 19 71.

[SEAL] Jud J. Reidy [SEAL]  
Jud J. Reidy

[SEAL] Beverly A. Reidy [SEAL]  
Beverly A. Reidy

State of Illinois } I, Sylvia R. Miller a Notary Public in and for said County,  
in the state aforesaid, do hereby certify that Jud J. Reidy and Beverly A. Reidy, his wife

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 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 25th day of June 19 71.

Sylvia R. Miller  
Notary Public

BEVERLY BANK  
Box No. 90  
1357 W. 102nd STREET  
Chicago, Ill. 60643

8349 S. Mansfield, Burbank, Illinois  
For information only insert street address of above described property.

BEVERLY BANK TRUSTEE UNDER TRUST NO. 8-1488 1357 W. 102nd STREET CHICAGO, ILL. 60643

NO TAXABLE CONSIDERATION

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PROPERTY

PROPERTY