

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

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5.00

THIS INDENTURE WITNESSETH, That the Grantor, WILLIAM A. STEWART and Josephine Stewart, his wife.

of the County of Cook and State of Illinois for and in consideration of the sum of Ten Dollars and no/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Warrant S 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 19th day of August 19 71, and known as Trust Number B-3153, the following described real estate in the County of Cook and State of Illinois, to-wit:

The South 90 feet of lot 4 in block 2 in Chambers and Springer's Subdivision of the North half of the Northeast quarter of the Northwest quarter of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

5.00

BEVERLY BANK TRUSTEE UNDER TRUST # B-3153 1351 W. 103RD STREET CHICAGO, ILL. 60643

NO TAXABLE CONSIDERATION

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes hereinafter 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, locate, streets, highways or alleys and to vacate any subdivision or part thereof, and to reconvey said real estate in whole or in part, to contract to sell, to grant options to purchase, to sell on any terms to convey either with or without consideration, to convey said real estate, to grant to any person or persons, to grant in trust and to grant to such persons or successors in trust all of the title, estate, powers and authorities vested in said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in the future, 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 such leases from time to time, and for any period or periods of time and to amend, change or modify the terms and conditions of any lease or leases, and to grant to any person or persons, to contract to make leases and to grant to any person or persons, to contract to lease and to contract 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, or any rights or charges of any kind, to release, convey or assign any right, title, or interest, in or about or easement appurtenant to 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 to or different from the ways above specified, at any time or times hereafter.

It is further covenanted and agreed that said Trustee, or any successor in trust, in relation to said real estate, or to any part thereof, shall be bound to see that the terms of this instrument shall be complied with, or be obligated to inquire into any act of said Trustee, or any successor in trust, or any person or persons, who shall be obligated to see that the terms of this instrument shall be complied with, or be obligated to inquire into any act of 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 Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (e) that at the time of the delivery thereof the trust created by this instrument, and by said Trust Agreement was in full force and effect, (f) 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, (g) that said Trustee, or any successor in trust, was duly appointed and authorized to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (h) if such 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 said Trustee, or any predecessor in trust.

This conveyance is made upon the express understanding and consent that neither Beverly Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or their 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 amendment thereto, or for liability to person or property resulting in or about said real estate any 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 said real estate may be contracted in the name of the then beneficiaries under said Trust Agreement as their attorneys-in-fact, hereby irrevocably appointed for that purpose, or at the election of the Trustee, in its own name as Trustee of said real estate, and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only as so provided in the deed or said Trust Agreement or in any amendment thereof, if any, and binding upon all beneficiaries hereunder). All persons, and corporations, whosoever and whatsoever shall be charged with compliance with the 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, 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" or "upon contract" 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 lands is in accordance with the true intent and meaning of the trust.

And the said grantor 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 or otherwise.

In Witness Whereof, the grantor S aforesaid have hereunto set their hands and seals this 19th day of August 19 71.

WILLIAM A. STEWART [SEAL] JOSEPHINE STEWART [SEAL]

State of Illinois } I, SYLVIA MILLER, a Notary Public in and for said County, Cook, Illinois, do hereby certify that William A. Stewart and Josephine Stewart, his wife personally known to me to be the same person S whose 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 19th day of August 19 71.

Sylvia Miller Notary Public

Beverly Bank Box No. 90 10330 S. Seeley, Chicago, Illinois For information only insert street address of above described property.

END OF RECORDED DOCUMENT