

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

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The above space for recorder's use only

430-58
SEP 15 60 66 529H

THIS INDENTURE WITNESSETH, That the Grantor, John F. O'Gorman and Annie T. O'Gorman, his wife 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 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 8th day of September 1971, and known as Trust Number 8-3200, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 3 in Dowd's Subdivision of the West 35 acres of the North West quarter (except Streets, heretofore dedicated) of Section 34, Township 37 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded as document 14972731 in Cook County, Illinois.

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SUBJECT TO

I 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 parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-survey 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 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 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 leases to commence in present or in future, and for any term or for any period or periods of time, not exceeding in the case of any single lease the term of 199 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 to grant options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the same 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 appurtenant to said real estate or any part thereof and to deal with said real estate and every part thereof in any 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, 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 mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or any part thereof, or to see to the application of any act of said Trustee, or be obliged 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 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 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, (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 seised with all the title, estate, rights, powers, authorities, duties and obligations of it, his or their predecessor in trust.

Trustee, nor its successor or successors in trust, shall incur any personal liability or be subjected to any claim, judgment or decree for anything done by or for the benefit of the estate, may do by or for the estate or about the real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate and all such liability being hereby expressly waived and released. Any contracts, obligation or indebtedness incurred or entered into by the Trustee, in its own name, as Trustee of an express trust and not individually (and the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appoints by this Deed, Trustee, 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 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 whosoever 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 shall be only in the earnings, avails and proceeds resulting from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal in part, 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 beneficiary 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 to register 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 lands is in accordance with the true intent and meaning of the trust.

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 grantor aforesaid has hereunto set hand and seal this 8th day of September 1971.
John F. O'Gorman [SEAL] Annie T. O'Gorman [SEAL]

State of Ill 1. John McKean a Notary Public in and for said County, County of Cook in the state aforesaid, do hereby certify that John F. O'Gorman and Annie T. O'Gorman, his wife



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 8th day of Sept 1971.
John D. McKean
Notary Public

Beverly Bank
Box No. 99
1357 W. 103rd Street
Chicago

For information only insert street address of above described property.

This space for affixing: Riders and Revenue Stamps

NO TAXABLE CONSIDERATION

Document Number
21 623 047

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

William R. Allen
RECORDER OF DEEDS

SEP 15 '71 3 01 PM

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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT