

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
DEED FOR RECORD

*Ruth E. Chew*  
RECORDER OF DEEDS

WARRANTY DEED IN TRUST

21 725 903

21725903

55-101

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, FRANK AFFINITO and  
JACQUELINE AFFINITO, his wife - 9201 S. Roberts Rd, Hickory Hills

of the County of Cook and State of Illinois for and in consideration of the sum of TEN and no/100 (\$10.00) 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 17th day of Nov. 1971, and known as Trust Number 8-3377, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 2 and the West 5 ft. of Lot 1, in Block 4 in Wyman's Woods Subdivision in the East 1/2 of the Northwest 1/4 of Section 21, Township 36 North, Range 13 East of the Third Principal Meridian, according to Plat thereof recorded November 15, 1935, as Document 11710608, in Cook County, Illinois.\*\*

*Grantee 1357 N. 103rd St*

SUBJECT TO 1971 taxes, easements, restrictions and covenants of record, if any.

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 park streets, highways or alleys, and to create any subdivision or part thereof, and to re-subdivide said real estate as often as may be necessary, 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, lease 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 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 to renew leases and options to purchase the whole or any part of the reversion and to contract to contract to lease and to renew leases and options to purchase the whole or any part of the reversion and 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 appertaining 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 those 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 any successor in trust, be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, capacity or experience of any act of said Trustee, or to 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, shall be conclusively deemed to be 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 thereunder, for 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 (c) 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 their predecessor in trust.

This conveyance is made upon the express understanding and intention that neither said 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 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 amendment thereof, or for in or about the said real estate or under the provisions of any deed or other instrument or any such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate, may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorneys-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust, individually or jointly (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 whatever shall be charged with the execution 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, rents 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 all beneficiaries 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, rents 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 condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and the Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, change 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 or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hand and seal, this 18th day of November 1971  
*Frank Affinito* [SEAL] *Jacqueline Affinito* [SEAL]  
FRANK AFFINITO JACQUELINE AFFINITO [SEAL]

State of Illinois  
County of Cook

I, *Ruth E. Chew*, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Frank Affinito and Jacqueline Affinito, his wife are



personally known to me to be the same person whose name is 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 18th day of Nov 1971.

*Ruth E. Chew*  
Notary Public

*Beverly Bank*  
BRUCE D BEEDE  
FORD CITY BANK  
7601 S. Cicero Ave  
Chicago, Ill

159th St. near Lorel, Oak Forest, Ill.  
For information only insert street address of above described property.

COOK COUNTY, ILLINOIS  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
NOV 23 1971  
REVENUE  
\$ 18.00

500

Document Number  
21 725 903

485-15  
60-79-633 H

END OF RECORDED DOCUMENT