UNOFFICIAL COPY

21 788 637

WARRANTY DEED IN TRUST

JAN 26 PM 3 56

JAN-26-72 384804 • 21788637 • A — Rec 5.00

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Jerry Harrington and Eleanor Harrington, 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 20th day of January 19 72, and known as Trust Number 9-3520, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 20, 21, and 22 in Block 9 in Croissant Park Markham, Third Addition a Subdivision of the South half of the North East quarter of Section 19, Township 36 North, Range 14, East of the Third Principal Meridian, (except the North 103 feet thereof) in Cook County, Illinois **

5 00

Property of Cook County Clerk's Office

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 parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide 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, from time to time, in possession or reversion, by leases to commence in praesenti 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 198 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 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 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.

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 be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, 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, or any successor in trust, 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 terms, 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, (c) that such Trustee or successor or successors in trust were 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 their predecessor in trust.

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 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 Trustee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the Trustee shall deem it necessary or proper that any dispute or question of doubt arising in connection with this trust or with said Trust Agreement be submitted to or settled by the action of the beneficiaries hereunder, the Trustee may, at its election, refuse to act in the premises until directed by the decree of a court of competent jurisdiction, and the Trustee may, at its election, commence or defend any litigation affecting the premises or the Trustee hereunder or the beneficiaries hereunder, and may employ counsel, and the costs and expenses thereof shall be charged against the trust estate.

The Trustee shall have no obligation whatsoever with respect to any such litigation unless it shall be requested so to act by the holder of the entire beneficial interest (other than a beneficial interest held as security for the performance of an obligation) and unless it shall be furnished with security satisfactory to it against all costs, expenses and liabilities to be incurred thereby.

This trust is one wherein the Trustee hereinabove named does not have any control over the management of said real estate or the receipt, disbursement or application of rents, issues, profits or other income and proceeds thereof, nor over the maintenance, repair or improvement of said real estate, nor over the payment, collection, compromise, adjustment or satisfaction of any tort claims or claims for damages, nor over the payment, contesting or adjustment of real estate taxes, special assessments, water rates or insurance premiums, nor over the execution of leases, nor over the sufficiency or adequacy of the amount in which said real estate is insured, nor over the form, content, amount or extent of coverage of any insurance policy which may be obtained, nor over the collection of any insurance proceeds, nor over the compliance with the orders or requirements of governmental authorities, nor over any other matter or thing whatsoever in connection with said real estate, all of which management, control and responsibility is hereby vested in the beneficiary or beneficiaries of record hereof, as the same appear from time to time, and said beneficiary or beneficiaries shall look solely to the earnings, avails and proceeds arising from the sale or other disposition of said real estate for the payment of any loss, judgment, liability, charge or other claim arising from the operation of said real estate, and no such loss, judgment, liability, charge or other claim shall be charged personally to the Trustee hereinabove named.

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 aforesaid has hereunto set their hand and seal this 20th day of January 19 72.

Jerry Harrington [SEAL]

Eleanor Harrington [SEAL]

State of Illinois, County of Cook, ss. I, Susan J. Nauman a Notary Public in and for said County, in the state aforesaid, do hereby certify that Jerry Harrington and Eleanor Harrington, his wife personally known to me to be the same person s whose name s 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 20th day of January 19 72.

Susan J. Nauman Notary Public

SUSAN J. NAUMAN NOTARY PUBLIC COOK COUNTY, ILLINOIS

Beverly Bank

Box No. 90

For information only insert street address of above described property.

21788637

Document Number

END OF RECORDED DOCUMENT