

UNOFFICIAL COPY

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WARRANTY DEED IN TRUST

Shelby F. Allen

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5.00

THIS INDENTURE WITNESSETH, That the Grantors **JOHN F. NAHNSEN and GLORIA NAHNSEN, HIS WIFE** of the County of **COOK** and No/100 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 **January** 1972, and known as Trust Number **83488**, the full and complete description of which is set forth in the County of **Cook** and State of Illinois, to-wit:

Lot 28 in Fifth Addition to Line-Crest Manor, being a subdivision of part of the South Eastquarter of Section 22, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

General real estate taxes for the year 1972 and subsequent years, covenants, conditions, easements, and restrictions of record, mortgage encumbrance of record.

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, alleys and to create any subdivision or part thereof, and to re-subdivide said real estate as often as desired, to contract to sell, to grant options to purchase, sell on any terms, to convey other than consideration, to convey said real estate or any part thereof to a successor or successors in said real estate and to grant to said successor or successors in said real estate or any part thereof, to lease said real estate, to donate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, and to do any and all things which he or she may deem proper, in the exercise of his or her powers and authority, to execute and deliver any deed, mortgage, lease, or other instrument, to contract to make leases and to grant options to lease and options to purchase the whole or any part of the premises and to contract 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 all these ways and for such other things and purposes as it would be lawful for any person owning the same to deal with the same, whether similar to or differing 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 is 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, 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 acting upon any such conveyance, lease or other instrument, and 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, has duly authorized and empowered in accurate and delivers 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 shall be fully and completely appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of said Trustee, their predecessor in trust.

This conveyance is made upon the express understanding and condition 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 its agents or attorneys may do or cause to be done in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendments thereto, or for injury to person or property happening 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 said real estate may be entered into by filing the name of the then beneficiary under said Trust Agreement as their agent in fact, hereby irrevocably appointing for such purposes, 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 whatsoever shall be deemed to have 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 arising from the sale, any other disposition of said real estate, and such interest is hereby declared to be personal property, and no interest in the earnings, avails and proceeds thereof, 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 equitable and equitable title in fee simple, in and to all of the real estate above described.

The certificate of title or duplicate thereof, or memorial, the words "trust" or "upon condition" or "with limitations" or words of similar import, in accordance with the statute in such case as is provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts herefrom, as evidence that the said grantor hereby expressly sets said release, and all right or benefit due said Trustee, and the signing of the trust deed as aforesaid, the intention hereof being to vest in said Beverly Bank the equitable and equitable title in fee simple, in and to all of the real estate above described.

In Witness Whereof, the grantor **John F. NahnSEN and Gloria NahnSEN** hereunto set **their** hand and seal **on** this **10th** day of **January** 19 **72**

JOHN F. NAHNSEN [SEAL] **GLORIA NAHNSEN** [SEAL]

State of **Illinois** ss. I, **Stuart Morris** a Notary Public in and for said County, County of **Cook** do hereby certify that **JOHN F. NAHNSEN and GLORIA NAHNSEN, 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 **17th** day of **January** 19 **72**

Stuart Morris
Notary Public



Beverly Bank
Box No. 90

11751 S. Kildare
Alsip, Illinois 60658

For information only insert street address of above described property.

END OF RECORDED DOCUMENT

Property

NO TAXABLE CONSIDERATION

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