

UNOFFICIAL COPY

Call
78

21 815 369

WARRANTY-DEED IN TRUST
FEB 23 61-03-611

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors FRANCIS K. GREENE and JOANNE M. GREENE, 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 FORD CITY 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 14th day of Feb. 19 72, and known as Trust Number 115, the following described real estate in the County of Cook

and State of Illinois, to-wit:
Lot 12 in Block 27 in Arthur T. McIntosh and Company's First Addition to Garden Home Subdivision, a subdivision of part of the East 1/2 of the Southeast 1/4 of Section 22, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

500

SUBJECT TO

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, alleys, highways or egress and to vacate 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, to sell on any terms, to convey either with or without consideration, to lease 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 mortgage, give or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in fee, or on reversion, by lease to commence in present or in future, and upon any terms and for any period or periods not exceeding in the case of any single lease the term of 128 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 rents 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 should 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, contracts 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 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, and is 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, mortgage or other instrument and (d) if the conveyance made to a successor or successor in trust, 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 it, his or their predecessor in trust.

This conveyance is made upon the express understanding and consent that neither said Trustee, nor individually or as Trustee, nor his successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything if or they fail to carry out their duties or to do in relation to said real estate or property happening in or about said real estate any and all such liability being hereby expressly waived and released by the Trustee, or any successor or successor in trust, or any person claiming under any such conveyance, lease or other instrument, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individual, (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness as aforesaid 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 whomsoever and whatsoever 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 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 or interest, legal or equitable, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds therefrom as aforesaid, the intention hereby 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 title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed 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 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 grantors aforesaid have hereunto set their hand and seal this 14th day of February 19 72

Francis K. Greene [SEAL] Joanne M. Greene [SEAL]
Francis K. Greene Joanne M. Greene
[SEAL] [SEAL]

State of Illinois } ss. Michael F. Sullivan a Notary Public in and for said County,
County of Cook } in the state aforesaid, do hereby certify that Francis K. Greene and Joanne M. Greene, his wife,

personally known to me to be the same persons whose names 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 14th day of Feb. 19 72.
Michael F. Sullivan Notary Public

FORD CITY BANK
7601 South Cicero Avenue
Chicago, Illinois 60652

For information only insert street address of above described property.

FEB 23 1972 2 59 PM

COOK COUNTY ILLINOIS
RECORDER OF RECORDS

21815369

RECORDER OF RECORDS

21815369

END OF RECORDED DOCUMENT