

WARRANTY DEED IN TRUST

21 870 583

55-101

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Charles T. Walsh and Joan F. Walsh, 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 11th day of April 19 72, and known as Trust Number 8-3669, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 112 in South Town, being a resubdivision of the South East quarter of the South East quarter of Section 13, Township 37 North, Range 13, East of the Third Principal Meridian, according to the plat hereof recorded April 27, 1926 as document 9255323 in Cook County, Illinois. \*\*

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SUBJECT TO

TO HAVE AND TO HOLD the above described real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement as 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, ways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said real estate as often as deemed expedient, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to lease, to mortgage, to pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, to donate, to dedicate, to mortgage, to pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, 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, 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 rent 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 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 person or persons 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 proceeds, rents 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 in 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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, 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 vested with all the title, estate, rights, powers, authorities, duties and obligations of the, his or 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 subject 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 that injury to person or property, happening in or about said real estate any and all such liability being hereby expressly waived and released, and the obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be incurred by the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably, 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 of any liability 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 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 and 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 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.

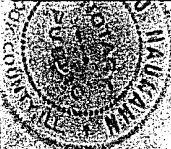
And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid have hereunto set their hand and seal on this 11th day of April 19 72

Charles T. Walsh [SEAL]
Charles T. Walsh
Joan F. Walsh [SEAL]
Joan F. Walsh

I, Susan J. Nauman, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Charles T. Walsh and Joan F. Walsh, his wife

personally known to me to be the same person whose name 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 12th day of April 19 72



Beverly Bank
Box No. 90

For information only insert street address of above described property.

APR 18 01 17 898M

This space for affixing Riders and Revenue Stamps

NO TAXABLE CONSIDERATION

Document Number

21 870 583



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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*William R. Olson*  
RECORDER OF DEEDS

APR 18 '72 10 46 AM

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ST 810 283

Property of Cook County Clerk's Office

ST 810 283