

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

21 961 612

Edwin R. Olson
RECORDER OF DEEDS

QUIT CLAIM DEED IN TRUST

JUL 3 1972 1 39 PM

21961612

Bv.
TR 101

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, DONALD B. BALDINELLI
and MARY BALDINELLI, his wife
of the County of Cook and State of Illinois, for and in consideration
of the sum of Ten Dollars 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 Quit Claim 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 21st day of June, 1972, and known as
Trust Number 8-3761, the following described real estate in the County of COOK and State of
Illinois, to-wit:

Lot 345 in Elmore's Hickory Heights being a
subdivision of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$
of Section 2, Township 37 North, Range 12
East of the Third Principal Meridian in
Cook County, Illinois.

500

SUBJECT TO a certain mortgage recorded as document No. 20579542

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 use any subdivision or part thereof, and to redivide 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 mortgage,
pledge 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 possession or in reversion, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of
199 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 re-lease or 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 to lease in the manner of fee simple 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 adjacent 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 considera-
tions 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 to 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 (including the Registrar of Title 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 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 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 his, 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 subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or
omit to do in or about the said real estate or under the provisions of this deed, trust deed, mortgage, lease or other instrument, 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 in the name of the then beneficiaries under said Trust Agree-
ment as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the act 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 contractual 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 whom-
soever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interests 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, but only an interest in the earnings, avails 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 I 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 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 land is in accordance with the true intent and meaning of the trust.
And the said grantor(s) hereby expressly waive and release, any and all right or benefit and any interest or estate 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(s) aforesaid have hereunto set their hands and
seals this 21st day of June, 1972

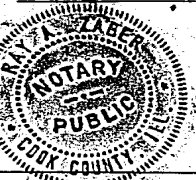
[SEAL] Donald B. Baldinelli [SEAL]
DONALD B. BALDINELLI

[SEAL] Mary Baldinelli [SEAL]
MARY BALDINELLI

State of Illinois) SS. I, the undersigned, a Notary Public in and for said County, in
County of Cook) the state aforesaid, do hereby certify that DONALD B. BALDINELLI
AND MARY BALDINELLI, 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 21st day of June, 1972



Roy A. Johnson
Notary Public

Beverly Bank
Box No. 90

9414 S. 83rd Ave
For information only insert street address of above described property.

Property of

NO TAXABLE CONSIDERATION
This space for affixing Return and Revenue Stamp
NO TAXABLE CONSIDERATION
JUL 3 61-41-304 E

Document Number
21 961 612

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