

# UNOFFICIAL COPY

21 864 401

## WARRANTY DEED IN TRUST

55-101

The above space for recorder's use only

61-37-30K  
303-P

THIS INDENTURE WITNESSETH, That the Grantor, Andrew W. White and Patricia M. White, his wife and Evelyn R. White, A Spinster 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 Warranty 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 16th day of May 1972 and known as Trust Number 8-3716 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 49 in Block 2 in J.M. Stewart's Subdivision of the North 1/2 of Block 26 in Canal Trustee's Subdivision of Section 33, Township 39 North, Range 13 East of the Third Principal Meridian, Also:

That part of the North 3.33 feet of West 38th Street lying South of and adjoining the South Line of Lot 49, lying East of and adjoining the West Line of said Lot extended South and lying West of and adjoining the East Line of said Lot extended South, in Block 2 of J.M. Stewart's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. 0/k

SUBJECT TO

THE TERMS 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 alter, park, streets, highways or alleys and to create 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, to lease, to dedicate, 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 present or in future, and upon any term and for any period or periods of time, including in the case of any single lease the term of 99 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 hereof at any time or times hereafter, to contract to make leases and to grant options to lease and option to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of sale of 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 to said real estate or any part thereof, to execute and deliver all instruments and to do every other act and thing which may be necessary or proper for such other considerations as it would be lawful for any person owning the same to do with the same, and to do all things which may be necessary or proper to carry out the purposes of this Trust Agreement, 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 is conveyed, contracted to be sold, leased, mortgaged, pledged, or otherwise encumbered, 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 to the terms of this trust, or to be obliged 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 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, 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 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.

This conveyance is made under the express covenants 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 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 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 it in the name of the then beneficiaries under said Trust Agreement, as their attorney-in-fact, hereby irrevocably appointed 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 whatever as it 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 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 is 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 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 Agreement.

And the said grantor hereby expressly waives and releases any and all rights, benefits 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 16th day of May 1972.

X Andrew W. White [SEAL] X Patricia M. White [SEAL]  
 X Evelyn R. White, A Spinster [SEAL] X Patricia M. White [SEAL]

State of Illinois ss. I, Dorothy J. Boardman, a Notary Public in and for said County, County of Cook in the state aforesaid, do hereby certify that Andrew W. White and Patricia M. White, his wife, and Evelyn R. White, a Spinster

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 16th day of May 1972.

Dorothy J. Boardman  
Notary Public

**DOROTHY J. BOARDMAN**  
NOTARY PUBLIC  
301 N. Dearborn  
Chicago, Illinois  
Box No. 90

**3758 South Lowe**  
**Chicago, Illinois**  
For information only insert street address of above described property.

This space for affixing Rulers and Revenue Stamps

NO TAXABLE CONVEYANCE

5.00

Document Number  
21 864 401

1357 West 103rd

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Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

JUL 6 '72 9 50 AM

*Linney R. Olson*  
RECORDER OF DEEDS

21964401

MAIL TO:  
EVERGREEN SALES & DEVELOPMENT ASSOCIATION  
9950 S. KEDZIE AVENUE  
Evergreen Park, Illinois 60642

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