

UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

Cherry K. Chen
RECORDING CLERK DEEDS

WARRANTY DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH. That the Grantor, ROBERT J. DAVID and RUTH P. DAVID, his wife,

of the County of Cook and State of Illinois for and in consideration of Ten and no/100- Dollars, and other good and valuable considerations in hand paid, convey and warrant unto the FIRST NATIONAL BANK IN CHICAGO HEIGHTS, a corporation of the United States of America, as Trustee under the provisions of a trust agreement dated the 13th day of August 1970, known as Trust Number 1001, the following described real estate in the County of Cook and State of Illinois; to wit:

Lot 40, Block 5, in Village of Park Forest, in Lot 1, being a subdivision of part of the Northwest Quarter and the Northeast Quarter of Section 4, Township 35 North, Range 14, East of the Third Principal Meridian lying South of the South right of way line of the Elgin, Joliet and Western Railroad, 11 in Cook County, Illinois, according to the plat thereof recorded in the office of the Recorder of Deeds of said Cook County, Illinois June 25, 1951 as Document No. 1210741, in Cook County, Illinois.

Commonly known as 276 Allegheny, Park Forest, Illinois

TO HAVE AND TO HOLD the said premises with the appurtenances thereto in trust and for the uses and purposes herein and in said trust agreement set forth. Full power and authority is hereby given to said trustee to sell, lease, mortgage, subdivide, partition or part thereof and resubdivide and property as often as desired, to contract to sell, to grant options to purchase or sell on any terms, to give, either with or without consideration, to convey said premises 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 dedicate, to mortgage, pledge or otherwise encumber said property or any part thereof, to let and sublease, or any other manner, to any person, persons, firm or corporation, for any period or periods of time, not exceeding in the possession or reversion, by lease, to commence in present or future time, from and after the date hereof, for any period or periods of time, not exceeding in the term and the term and provisions thereof at any time of the year, to contract to make leases and to grant options therefor 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 rentals, to partition or exchange said property or any part thereof, for other real or personal property to grant easements and charges and fixtures, to assign and transfer title or interest in interest in any other manner, to any person or persons, to do and to do with respect to the said real estate and property and every part thereof in any manner as may be provided in said trust or as it shall be hereafter provided, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said trust, or with whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be liable for any sum of money, rent or monies borrowed or advanced on said premises, or by any obligation created by the terms of the trust, but shall be obliged to inquire into the necessity or expediency of any act of said trustee, and shall 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such deed, trust deed, mortgage, lease or other instrument, to the effect that the title to the real estate so granted by the trustee was then in full force and effect, so that such instrument or other instrument was executed at a date subsequent to the trustee's appointment and holding up all benefits thereunder, so that said trustee was disauthorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and that the conveyance or making 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, authorities, duties and obligations of its late or then predecessor in trust.

The interest of each and every beneficiary and/or abettor, claimant and/or assignee, in the acts of the trustee in dealing with the property, results arising from the sale of other disposition of said property, shall be determined by the law of the state where such property is situated and deemed to be located as above, and the same shall be subject to the laws of such state, except that the Registrar of Titles, shall be directed not to register in notes in the certificate of title, any restriction, condition, or limitation, or memorandum, or any other paper, or mark, or stamp, or similar import, in accordance with the laws of the state, in which the property is located.

And the said grantor, Robert J. David, Ruth P. David, do hereby declare and swear that they are lawfully qualified to do business in and outside of the State of Illinois, providing for the exemption of households from sales tax.

In Witness Whereof, the grantor, Robert J. David, Ruth P. David, do hereby affix their hands to this instrument this 11th day of August 1970, and seal thereto.

(Seal) *Robert J. David* (Seal)
LAWRENCEVILLE, ILLINOIS

(Seal) *Ruth P. David* (Seal)
ROBERT J. DAVID

State of Illinois, County of Cook, } ss. Notary Public in and for said County, in the state aforesaid, do hereby verify that Robert J. David and Ruth P. David, do hereby sign and subscribe to the foregoing instrument, personally known to me to be the same persons whose name is 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 11th day of August 1970.

Robert J. David
Notary Public

First National Bank in Chicago Heights
Chicago Heights, Illinois

For information only insert street address of above described property.

This space for affixing titles and Revenue Stamps

21 244 298
Document number

END OF RECORDED DOCUMENT