

UNOFFICIAL COPY

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WARRANTY DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, JOSEPH A. CAVERA, SR.
 and BERNICE C. CAVERA, 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 18th day of April 19 74
 and known as Trust Number B-4713, the following described real estate in the County of Cook
 and State of Illinois, to-wit:

The West half of Lot 3 in Axtell and Braun's Subdivision of Lots
 6 and 7 in Block 4 in Washington Heights in Section 7, Township
 37 North, Range 14 East of the Third Principal Meridian, in
 Cook County, Illinois.

Property of Beverly Bank

500

SUBJECT

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, and for the uses and purposes herein and thereinafter expressed.

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 create any subdivision or part thereof, and to resubdivide said real estate, or any part thereof, to contract to sell, to grant rights 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 a 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 real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to lease, or to grant 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 to grant leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of leasing, or the terms of present or future leases, to partition or to subdivide said real estate, or any part thereof, for other real or personal purposes, to grant easements or charges of any kind, to release, to waive or to assign any right, title or interest in or about or in connection with said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways, and 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 successor in title 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 title, be obliged to see to the execution 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 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 title, 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, (8) 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, (9) 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 all the covenants thereof, if any, and binding upon all beneficiaries thereof, for that said Trustee, or any successor in title, as fully authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (10) 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 said Trustee or 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 liability or be subjected 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 thereto or for failure to perform or property happening in or about said real estate any and all such liabilities 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 or incurred by the name of the Trust Agreement, and said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for the purposes, or at the election of the Trustee, in its own name, as Trustee, upon 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 whomsoever and whatsoever shall be charge 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, profits 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, profits 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," "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made applicable, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, in any case where 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 or by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale in execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set their hands and seals this 18th day of April 1974

JOSEPH A. CAVERA, SR. (SEAL)
 BERNICE C. CAVERA (SEAL)

State of Illinois } ss. I, The Undersigned, a Notary Public in and for said County,
 County of Cook } in the state aforesaid, do hereby certify that JOSEPH A. CAVERA, SR.
and BERNICE C. CAVERA, 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 7th day of May 19 74.

Patricia A. DeLacy
 Notary Public

Beverly Bank
 1357 WEST 103RD STREET CHICAGO, ILLINOIS 60641
 643-2700

1638 W. 100th Place; Chicago, Illinois

Grantee's Address: 1357 W. 103rd St. Chgo, Illinois 60643, Box 90
 This instrument was prepared by Patricia A. DeLacy, Beverly Bank, 1357 W. 103rd St. Chgo.

END OF RECORDED DOCUMENT

8-4713

This space for affixing Release and Revenue Stamps

Document Number 22714767