

UNOFFICIAL COPY

This instrument prepared by:
Kathleen Troken, First National Bank of Niles
7100 Oakton St., Niles, Ill.

WARRANTY DEED IN TRUST

22 716 447

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Richard L. Bednarski and Bernadine A. Bednarski, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of \$10.00 and 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant S unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF WAUKEGAN, ILLINOIS, a National Banking Association duly organized and existing under the National Banking Laws 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 9th day of February 19 74 and known as Trust Number 547, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 6 in Central Road Acres 2nd Addition being a Subdivision of the West 1/2 (except East 333 feet thereof) of North West Fractional 1/4 of Section 10, Township 41 North, Range 12 East of the Third Principal Meridian Plat recorded July 24, 1947 as Document 14107922 in Cook County, Illinois.***

5.00

SUBJECT TO

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 vacate 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 at any time, to convey either with or without consideration, to convey said real estate or any part thereof to a purchaser or successor in trust and to grant to such purchaser or successor in trust all of the title, estate, powers and authorities vested in said Trustee, to dedicate, to encumber, to 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 person or by power, by lease to commence in present or in future, and upon any term and for any period or periods of time, not exceeding the term of the lease, and to renew or extend leases upon any term and for any period or periods of time, 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 premises and to contract respecting the manner of doing the same, or future premises, 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 dependent upon 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 as aforesaid as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways aforesaid, 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 pay to the applicant of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the same has been applied with, or be obliged to inquire into the propriety, necessity or expediency of any act of said Trustee, or be obliged or obligated to inquire into any of the terms of said Trust Agreement, and every other trust deed, mortgage, lease or other instrument executed by said Trustee or any successor in trust, in relation to said real estate and to determine whether to cover a party's person, including the liability of said county, against any claimant under any such conveyance lease or other instrument, (a) that at the time of the delivery thereof the Trustee or any successor in trust, was in full possession and control of the same, (b) the said conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this deed, and (c) the said Trust Agreement or other instrument was duly authorized and approved by the trustee and holder every such claim, lease, mortgage or other instrument, and that at the time of the delivery of the same to a purchaser or successor in trust, that such purchaser or successor in trust have been duly advised and were fully aware of all the title, estate, rights, powers, authorities, duties and obligations of the file of their predecessors in title.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Co., individually or as Trustee, nor the purchaser or successor in trust shall incur any liability or obligation to the grantor or any successor in trust for any act done by or for the benefit of the grantor or any successor in trust, or for the injury to persons or property hereunder, in or about said real estate, any and all such claims or debts being expressly waived and released, obligation or indebtedness incurred or anticipated by the grantor in connection with said real estate may be incurred by it in the name of the Trust hereunder under said Trust Agreement as the Trustee in fact, hereby irrevocably appointing for such purposes, or at the election of the Trustee, in its own name, as Trustee of an in rem fund and not individually, said Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness, except only as far as the trust property and funds in the actual possession of the Trustee shall be available for the payment and discharge thereof, persons and corporations whatsoever 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 said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, lease or equitable, in or to said real estate or any part thereof, or any part of the earnings, avails and proceeds thereof, or any part of the principal of the same, or any part of the National Bank and Trust Co., 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 "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 S aforesaid have hereunto set their hands and seal this 9th day of February 19 74
Richard L. Bednarski [BRAL] Bernadine A. Bednarski [BRAL]

State of Illinois)
County of Cook) ss. I, Kathleen V. Troken a Notary Public in and for said County, in the state aforesaid, do hereby certify that Richard L. Bednarski and Bernadine A. Bednarski, his wife

personally known to me to be the same persons S whose names HAVE 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 use and purposes therein set forth, including the release and waiver of the rights of homestead.
Given under my hand and notary seal this 9th day of February 19 74
Kathleen V. Troken
Notary Public

AMERICAN NATIONAL BANK AND TRUST CO. Trust No. 547, Waukegan, Illinois 10117 Meadow Lane - Des Plaines, Illinois
For information only insert street address of above described property.

17-18-62-98-654K

Property of Cook

THIS DEED IS SUBJECT TO THE PROVISIONS OF PARAGRAPH 5, SECTION 5, REAL ESTATE TRANSFER ACT
Buyer, Seller, Successors

NO TAXABLE CONSIDERATION
22 716 447

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COOK COUNTY, ILLINOIS
DEED RECORD

MAY 14 '74 12 42 PM

RECORDED BY
REC'D BY

22716447

Property of Cook County Clerk's Office

533
Beep
MAIL TO
HOWARD A. M. KEE
111 W. MONROE STREET
SUITE 2200
CHICAGO, ILLINOIS 60604

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END OF RECORDED DOCUMENT