

UNOFFICIAL COPY

22 767 529

WARRANTY-DEED IN TRUST

JUN 23 PM 3 08

JUN-23-74 824956 • 22767529 • A — Rec

510

THIS INDENTURE WITNESSETH, That the Grantor, Michael B. Nash, a bachelor 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 FORD CITY 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 29th day of May 1974, and known as Trust Number 855, the following described real estate in the County of Cook and State of Illinois, to-wit:

The Southeasterly 17.0 feet of the Northwesterly 85.20 feet of Lots 12 and 13 taken as one tract (both distances being measured along the Northeasterly line of said lots) excepting that part thereof lying South of a line which is 26 feet (measured at right angles) North of and parallel to the South line of said Lot 13, all in Milliman's Subdivision of Block 45 (except the South 204.8 feet thereof) in the Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO Covenants and conditions of record.

TO HAVE AND TO HOLD the above 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, ways or alleys and to execute any subdivision or part thereof, and to re-convey said real estate as to any part thereof, to contract for the purchase, lease, mortgage, or other interest in said real estate, 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 successor in trust, in possession, to hold and without recourse in said real estate, or to dedicate, to mortgage, or 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, to hold and without recourse in possession or in fee, and to renew or extend leases upon any part of 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 options to renew leases and titles to purchase the whole or any part of the reversion and to contract respecting the manner of filling 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 to the above 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 lawful purposes as it would be lawful for any person owning the same title or interest in or to the above real estate or any part thereof, 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 any part thereof, 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 the authority, necessity or expediency of any act of said Trustee, or be obliged or compelled 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 Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (c) that at the time of the delivery thereof the trust created by this Indenture and the said Trust Agreement was in full force and effect, (d) 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 thereto, if any, and binding upon all beneficiaries hereunder, (e) 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 the Trustee, his or their predecessor or in trust.

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 beneficial remedy shall have a 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, and the title to said real estate shall remain in said Trustee, the entire legal and equitable title to be simply in and to all of the real estate above described.

The interest of such 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 beneficial remedy shall have a 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, and the title to said real estate shall remain in said Trustee, the entire legal and equitable title to be simply in and to all of the real estate above described.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 30th day of May 1974.

[SEAL] Michael B. Nash [SEAL]

-----[REAL]-----

State of Illinois, I, Edward J. Burke, a Notary Public in and for said County, County of Cook do hereby certify that Michael B. Nash, a bachelor

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 30th day of May 1974.

Edward J. Burke
Notary Public



Ford City Bank
7601 South Cicero Avenue
Chicago, Illinois 60652

This instrument prepared by:
Edward J. Burke, 53 W. Jackson, Chgo, Ill.

For information only insert street address of above described property.

UNIT 3 59738 Ball

This space for affixing Riders and Revenue Stamps

Any of Chicago Transfer Stamps Not Contact at time of Recording

END OF RECORDED DOCUMENT