

22 778 288

This Indenture Witnesseth:

That the grantor

Michael J. Howard

of the City of _____ County of Cook and State of Illinois, for, and in consideration of Ten and no/100 ***** Dollars

and for good and valuable considerations, in hand paid, convey and grant unto BANK OF LYONS/a corporation of Illinois, as Trustee under the provisions of a Trust Agreement dated the 4th day of December A.D. 1973, known as Trust Number 1393, the following described real estate in the County of Cook and State of Illinois

The South 40.82 feet of the South 1/2 of the South East 1/4 of the North West 1/4 of Section 17, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Subject to all zoning and building ordinances, all building and building line restrictions, all party wall and easement agreements, all recorded restrictions, conditions or easements of record and general real estate taxes for the year 1970 and subsequent years.

Judy Williams
8001 Lyons
Lyons, Ill

600

To have and to hold the said premises 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 premises, or any part thereof, to dedicate parks, highways or alleys, and to vacate any subdivision or part thereof, and to redivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate, to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof from time to time, in possession or reversion, by leases to commence in present or future, and upon any terms, and for any period or periods of time, not exceeding in the case of any single demise 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 thereof from time to time 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 reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition, or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to success, assign or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to do with said property and every part thereof in all other ways and for 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 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, or in trust, be obliged to see to the application 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 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 thereunder, (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 in trust 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 upon the express understanding and condition that neither Bank of Lyons, 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 or their 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 injury to person or property happening in or about said real estate, or for any imprudent conveyance, 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 whomsoever 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 of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or 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 Trustee the entire legal and equitable title in fee simple in and to all the real estate above described.

And 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 aforesaid has hereunto set his hand and seal

this 4th day of December, 1973

BOX 533

Michael J. Howard

JUL 3 63 22 130M

Section 4
Buyer, Seller or Representative
Date
22 778 288

UNOFFICIAL COPY

AFFIDAVIT FOR PURPOSE OF PLAT ACT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

HOWARD J. SIEGEL

being first duly sworn on oath deposes and says that:

1. Affiant resides at 7660 West 62nd Place, Summit, Illinois.

2. That he is (agent) ~~agent~~ of grantor (s) in a deed ~~dated~~ dated the 30th day of November 1970 conveying the following described premises:
Parcel I: The South 469.82 feet of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 17, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois.

Parcel II: The South 1/2 of the Southeast 1/4 of the Northwest 1/4 (except North 100 feet of the West 1/2 of the West 1/2 of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section also except South 469.82 feet of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section) in Section 7, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois.

3. That the instrument aforesaid is exempt from the provisions of "An Act to Revise the Law in Relation to Plats" approved March 31, 1874, as amended by reason that the instrument constitutes

- (a) The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
- (b) The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
- (c) The sale or exchange of parcels of land between owners of adjoining and contiguous land;
- (d) The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
- (e) The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- (f) The conveyance of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
- (g) Conveyances made to correct descriptions in prior conveyances.
- (h) The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.

Further the affiant sayeth not.



and sworn to
this 9th day
19 74

Notary Public

22 778 288

UNOFFICIAL COPY

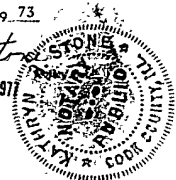
State of Illinois,
COUNTY OF COOK

I, Kathryn J. Stone
SS. A NOTARY PUBLIC in and for said County in the State aforesaid, DO
HEREBY CERTIFY, that Michael J. Howard

personally known to me to be the same person... whose name;
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 any Notarial Seal this 4th day
of December A. D. 1973

Kathryn J. Stone
My Commission Expires May 16, 1978



COOK COUNTY, ILLINOIS
FILED FOR RECORD
JUL 10 '74 12 49 PM

Michael J. Howard
RECORDED

*22778288

DEED IN TRUST

TO
BANK OF LYONS
UNDER TRUST AGREEMENT
NUMBER

COOK COUNTY, ILLINOIS
RECORDED
JUL 10 1974
12 49 PM

BANK OF LYONS
LYONS, ILLINOIS

END OF RECORDED DOCUMENT