

UNOFFICIAL COPY

DEED IN TRUST
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63-15-477D
(438-12)

The above space for recorder's use only
THIS INDENTURE WITNESSETH, that the Grantors **ARTHUR J. FOLEY** and **MILDRED H. FOLEY**, 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 unto the **MARQUETTE NATIONAL BANK**, a National Banking Association of Chicago, Illinois, as Trustee under the provisions of a trust agreement dated the **24th** day of **June** 19**74**, known as Trust Number **6540**, the following described real estate in the County of **Cook** and State of **Illinois**, to-wit:

Lots 25, 26 and 27 in Block 2 in Richard Goldman's Oak Lawn Manor Subdivision of the East 1/4 of the South East 1/4 of the South West 1/4 of Section 5, Township 37 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded, February 27, 1920, as Document 6747139 in Cook County, Illinois.

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TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein set forth in said trust agreement of full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to create parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide 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 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, power and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, of said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future, 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 at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and 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 the use of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said premises or any part thereof, and to deal 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of the person relying upon or claiming under any such conveyance, lease or other instrument; (4) that at the time of the delivery of the trust created by this indenture and by said trust agreement was in full force and effect; (5) 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; in some amendment thereof and binding upon all beneficiaries thereunder; (6) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (7) 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.

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, profits 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, profits and proceeds thereof as aforesaid.

If the title to any of the above lands 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" or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and now in force.

And the said grantors hereby expressly waive and release 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 home land from a sale on execution or otherwise.

In Witness Whereof, the Grantors aforesaid have hereunto set their hand and seal this 24th day of July, 1974.
ARTHUR J. FOLEY (Seal) **MILDRED H. FOLEY** (Seal)

THIS INSTRUMENT WAS PREPARED BY: **ANTHONY M. BARRETT**, Attorney at Law, 11319 S. Harlem Ave., Worth, Illinois 60482 446-1170

State of Illinois ss. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that **ARTHUR J. FOLEY and MILDRED H. FOLEY**, his wife,

personally known to me to be the same person(s) whose name(s) 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 1st day of July, 1974.
Anthony M. Barrett
Notary Public

ADDRESS OF GRANTEE:
Marquette National Bank
6316 S. Western Ave.
Chicago, Ill. 60636
Box 600
9337-41 South McVickers
For information only insert street address of above described property.
Oak Lawn, Illinois

COOK
J. NO. 016
6996
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
00.00
22 784 075

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
JUL 16 '74 1 53 PM

Edwin P. Olson
RECORDER OF DEEDS

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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT