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This Indenture Witnesseth, That the Grantor,

Thomas M. Howe and Donna L. Howe, 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 GARFIELD RIDGE TRUST AND SAVINGS BANK, a corporation duly organized 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 Twentieth of July 1974, and known as Trust Number 74-7-3

following described real estate in the County of Cook State of Illinois, to-wit:

The South 1/4 of Lot 23 in Block 91 in Frederick H. Bartlett's 6th Addition to Bartlett Highlands being a Subdivision of North East 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

SUBJECT TO Covenants, Conditions, and Restrictions of Record

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts and for the uses and purposes herein and in the 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 make any subdivision or part thereof, and to resubdivide said real estate as often as may be required, to contract to sell, to grant options 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 successor or successors, trust all of the title, estate, powers and authorities vested in said Trustee, to donate, 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 leases to commence in the present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 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 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 rents, 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 appurtenant to 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 considerations as it would be lawful for any person to do if he were 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 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 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, and 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 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 their predecessor in trust.

This conveyance is made upon the express covenants, conditions and limitations that neither Garfield Ridge Trust and Savings Bank, individually or as Trustee, nor its successor or successors, shall be liable for any part of the 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 cause to be done on or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereof, or for any part of the property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any claim, 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 said 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, 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 Garfield Ridge Trust and Savings 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," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

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 grantors aforesaid have hereunto set Their hands and seals this 13th day of August 1974

Address of Grantee: GARFIELD RIDGE TRUST AND SAVINGS BANK 6353 West 55th Street Chicago, Illinois 60638

This Deed was prepared at the direction of: Michael G. Cheronis, 35 East Wacker Drive, Chicago, Illinois 60601

Exempt under provisions of Paragraph 1 of Section 200.1-1-2B6 of the Chicago Transfer Tax Ordinance.

Exempt under provisions of Paragraph 4, Real Estate Transfer Tax Act.

Buyer, Seller, or Representative Signature

Buyer, Seller, or Representative Signature

Buyer, Seller, or Representative Signature

22 824 061

UNOFFICIAL COPY

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

*Shirley R. Olson*  
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AUG-22-74 852424 • 22824061 • A — Rec

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STATE OF ILLINOIS }  
COUNTY OF COOK }

ss.

I, *Shirley R. Olson*

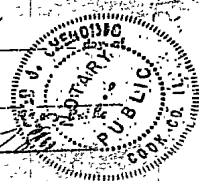
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Thomas M. Howe and Donna L. Howe, his wife

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 14<sup>th</sup>  
August A. D. 1974

*Shirley R. Olson*

My commission expires March 15, 1975



500 MAIL

22824061



TRUST NO \_\_\_\_\_

**Deed in Trust**

WARRANTY DEED

GARFIELD RIDGE  
TRUST AND SAVINGS BANK

TRUSTEE

GARFIELD RIDGE TRUST AND SAVINGS BANK  
6353 W. 55th STREET  
CHICAGO, ILLINOIS 60638

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6353 W. 55th STREET  
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END OF RECORDED DOCUMENT