

UNOFFICIAL COPY

cept under provisions of Paragraph "F," Section 4, R.E. Transfer Tax Act, effective 7-1-74. Donee 7-15-74. Alex R. M. Blye-Squire or Representative

444-1-6339916

COOK COUNTY ILLINOIS
QUIT CLAIM DEED IN TRUST
FILED FOR RECORD

22 890 469

RECORDED BY DEEDS
Beverly Bank

The above space for recording fee **22890469**

Oct 28 1974 12 51 PM

THIS INDENTURE WITNESSETH, That the Grantor, MARIE WILMSEN, a widow 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 Quit Claim unto BEVERLY 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 19th day of September 1974, and known as Trust Number 8-4839, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 5 and 6 in Block 2 in Walnut Hills Subdivision of Block 5 in Hilliard and Dobbins Subdivision of all that part of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian, lying West of the Pittsburg, Cincinnati and St. Louis Railroad except the West half of the North West quarter and the West half of the South West quarter of said Section 6, in Cook County, Illinois.

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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 paths, streets, highways of alleys and to make any modification of parts thereof, and to proutdvide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to lease, 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 in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to lease 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 lease to commence in present or in future, for a term of years and for any period or periods of time, not exceeding in the case of any single lease 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 from time to time, for or against said Trustee, 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 same, or of taking 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, accept or charge of any kind, to release, convey or waive 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 owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or from time to time.

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, or said Trustee, or any successor 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 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, and (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 empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, that such successor or successors were duly appointed and qualified with all the title, estate, rights, powers, authorities, duties and in trust, that such successor or successors in trust have been properly appointed and qualified with all the title, estate, rights, powers, authorities, duties and obligations of his, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Beverly Bank, 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 (a) the title of the deed or any amendment thereof, or for failure to perform or omit to do in or about the said real estate or under the provisions of this deed or said Trust Agreement, or for failure to convey or for failure to convey property happening in or about said real estate, 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 beneficiary under said Trust Agreement as their attorney-in-fact, being lawfully 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 of the same). All persons and corporations whomsoever 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, 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, rents and proceeds thereof as aforesaid, the retention thereof being to vest in said Beverly Bank the entire legal and equitable title thereto for so 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 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 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.

In Witness Whereof, the grantor, aforesaid has hereunto set her hand and seal this 19th day of September 1974.

Marie Wilmsen [SEAL]

the undersigned Notary Public in and for said County, in the state aforesaid, do hereby certify that MARIE WILMSEN, a widow

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 she signed, sealed and delivered the said instrument as her 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 11th day of October 1974. Notary Public

Beverly Bank 8808 S. Longwood Drive, Chicago, Illinois Box No. 90

This instrument was prepared by Margaret Gibson Beverly Bank 1217 West 103rd Street, Chicago, Illinois 60643

BEVERLY BANK NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST NO. 8-4839

This space for stamping Riders and Reserve Stamp

NOT A VALID CONSIDERATION

22 890 469

Parent Number