

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY: ANN HOUSER, Attorney At Law, 111 W. Washington Street, Suite 1940, Chicago, Illinois 60602

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This Indenture Witnesseth, that the Grantors, LAURA D. PETERSON and CLIFFORD C. PETERSON, her husband,

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100ths Dollars (\$10,000), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto NATIONAL BOULEVARD BANK OF CHICAGO, 400-410 North Michigan Avenue, Chicago, Illinois 60611, a National Bank Association, as Trustee under the provisions of a certain Trust Agreement, the tenth day of October 1974, and known as Trust Number 5230, the following described real estate in the County of Cook State of Illinois, to-wit:

Lot Three in Block One in Fourth Addition to Hinkamp and Company's Western Avenue, being a Subdivision in the West half of the North West quarter of Section 31 Township 38 North, Range 14, East of the Third Principal Meridian according to the plat recorded March 26, 1927 as Document 9, 93,488, in Cook County, Illinois;

SUBJECT TO:

- General taxes for 1974 and subsequent years;
- Covenants 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 said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustees to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide the same or real estate as often as desired, to contract to sell, to grant options to purchase, to lease and to let, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate or any part thereof, 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 present or in future, for a term or terms and for any period or periods of time, not exceeding in the aggregate twenty years, and to renew or extend leases upon such terms and conditions and for 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 payment of rent or future rentals, to partition or to exchange the same, to sell, to convey or assign personal property, to grant easements, rights or interests in or about the 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 times hereafter.

In no case shall any party dealing with said Trustees, 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 in any way or manner, or any successor in trust be obliged to see to the application of the money so received, or to be obliged to pay over or to borrow or advanced on said real estate, or be obliged to furnish any account of the use of this trust have been compiled with, or be obliged to inquire into the authority or propriety of any act of said Trustees, 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 Trustees in relation to said real estate shall be conclusive evidence of the validity of the same, notwithstanding that the title to the property may be held by the Trustees in their names, or in the name of the then beneficiaries under said Trust Agreement, and notwithstanding that the instrument was executed in full force and effect, (a) that at the time of the delivery thereof the relying upon of which would constitute a lease or other instrument, (b) that such conveyance or other instrument was made by the Trustees in accordance with the terms, conditions and limitations contained in the Trust Agreement or in all amendments thereto, if any, and (c) that the instrument was executed and delivered by the Trustees, or any successor in trust, and (d) that 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 National Boulevard Bank of Chicago, individually or as Trustees, nor its successor or successors in trust shall incur any personal liability, or be liable to any claim, judgment or decree for anything it or they may or might do or omit to do or about the said real estate or under the Trust Agreement or any amendment thereto, or for injury to person or property or under the operation of any law or statute, or for any debt, obligation or indebtedness incurred or entered into by the Trustees in connection with said real estate, and that no such liability shall be incurred by the Trustees, or by any person or corporation whomsoever, who may be appointed for such purposes, or at the election of the Trustees, in its own name, as Trustees of an express trust and not individually (and the Trustees shall be relieved of whatever respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustees 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 under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, net rental 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 in the said real estate as such, but only an interest in the earnings, avails and proceeds thereof as far as possible the intention hereof being to vest in said National Boulevard Bank of Chicago 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, 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 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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and

seal & this 4th day of September 1974

Clifford C. Peterson [SEAL]  
Laura D. Peterson [SEAL]

6/25/70  
C.R. NO. 318  
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STATE OF ILLINOIS

COUNTY OF COOK

I, Anna Marie O'Shea

a Notary Public in and for said County, in the State aforesaid, do hereby certify  
that Laura D. Peterson and Clifford C. Peterson,  
her husband

personally known to me to be the same person(s) 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  
therin set forth, including the release and waiver of right of homestead;

Oliv. under my hand and notarial

22nd day of October

My commission ex. (rev.) July 28, 1977



Deed in Trust

BOX 5230  
TRUST NO. 1

NATIONAL BOULEVARD BANK  
OF CHICAGO  
TRUSTEE



FORM 822

ORDERED DOCUMENT