UNOFFICIAL COPY

WARRANTY DEED IN TRUST

22 927 834

THIS INDENTURE WITNESSETH, That the Grantor, JOSEPH KLISCHUK and HELEN KLISCHUK, his wife

of the County of Cook and State of Illinois

of the sum of Ten Dollars and no/100---------- 10.00

in hand paid, and of other good and valuable consideration, receipt whereof is hereby acknowledged, Convey and Warrant unto BEVERLY BANK, a banking corporation, doing business under the laws of the State of Illinois, as Trustee, under the provisions of a certain Trust Agreement dated the 11th day of July 72 and known as Trust Number 8-3805, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 18 of Silver Lake West, a Subdivision of part of the South East ¼ of Section 10, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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 parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate 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 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, 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 praesenti 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 rentals, to partition or 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 easement 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 times hereafter.

In no case shall any party dealing with said Trustee in relation to said real estate, or 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 inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any 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 every person 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said Trustee 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 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 demand whatsoever arising out of or in connection with the subject matter of this Deed or said Trust Agreement or any amendment thereto or transaction relating thereto unless it or they shall be guilty of willful and intentional fraud in the performance of its or their powers or duties under the provisions of this Deed or said Trust Agreement or any amendment thereto, and it or they shall not be personally liable for anything it or they may do or omit to do in connection with said Trust Agreement or with said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto except for its own willful and intentional fraud as aforesaid, and that every contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may contain a clause to the effect that the Trustee, or its successors in trust, or their agents or attorneys, are not obligated or liable thereunder or hereunder in any manner whatsoever, and that every such contract, obligation or indebtedness shall contain a clause to the effect that the name of the then beneficiaries under said Trust Agreement or their successors in interest, or a proper officer of said Trustee, may be substituted in place of said Trustee for the purpose, or at the election of the Trustee, in its sole discretion, and that said Trustee, or its successors in trust, shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except to account for the net proceeds thereof as far as the trust property and funds in the actual possession of said Trustee shall be chargeable therefor. All persons and corporations whomsoever and whatsoever shall look solely to the trust property for the payment and satisfaction of any such contract, obligation or indebtedness, or for any claim based thereon or arising out of any tort, injury or damage to the trust property, or any part thereof, whether such claim shall arise against said Trustee or its agents or employees or against any beneficiary under said Trust Agreement, or any of them, or any other person, firm or corporation, and that no beneficiary under said Trust Agreement shall have any right to sue said Trustee on any such contract, obligation or indebtedness except as such right may be specifically established by express provisions of said Trust Agreement, and that no such contract, obligation or indebtedness shall be binding on said Trustee, or its successors in trust, or said beneficiaries, or any of them, except as such