

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

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THIS INDENTURE WITNESSETH, That the Grantors, ROBERT F. INGERSOLL and ZELNETTA INGERSOLL, his wife of the County of Cook and State of Illinois for and in consideration of the sum of 10.00 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant 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 13th day of January 19 75 and known as Trust Number 8-4922, the following described real estate in the County of Cook and State of Illinois, to-wit:

PARCEL I:
Lot 1 and Lot 2 (except the South 10 feet thereof) in William H. Britigan's 79th Street Subdivision, being a Subdivision of Block 56 in Dawey and Vance's Subdivision in the South Half of Section 30, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL II:
Lots 33 and 34 in Block 2 in Homebuilder's Addition to Fernwood being a Subdivision of the East 1/2 of Lot 4 and (except the South 1 acre thereof) of the East 1/2 of Lot 5 in the School Trustees' Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes hereof 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 parkways, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said real estate as often as deemed proper, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without covenants, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to pledge or otherwise encumber said real estate or any part thereof, to lease said real estate, or any part thereof, from time to time and for any period or periods of time not exceeding in the present or in the future, and 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 not exceeding in the present or in the future, and 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 purchase the whole or any part of the reversion and to contract respecting the manner of using 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 easements or licenses 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 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 or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, leased or mortgaged by 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 to inquire into any of the terms of said Trust Agreement, and every act of said Trustee, or of any successor in trust, 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 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 thereto, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, that such 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 intention that the said real estate, individually or as Trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything, if or they or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released, and the Trustee, successors or beneficiaries incurred or entered into by the Trustee in connection with said real estate may be entered into by the Trustee, successors or beneficiaries under said Trust Agreement as the Trustee or as the Trustee's agent, 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 of such liability thereon). All persons and corporations whomsoever and whatsoever shall be charged with notice of this Indenture and 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, 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 interest hereof being to vest in said Beverly Bank, the entire legal and equitable title to be 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 abstract therefrom, as evidence in any transfer, charge or other dealing involving the registered lands in accordance with the true intent and meaning of the trust.

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 grantor, Saforesaid have hereunto set their hands and seals this 13th day of January 19 75

(SEAL) Robert F. Ingersoll (SEAL)
Robert F. Ingersoll
(SEAL) Zelnetta Ingersoll (SEAL)
Zelnetta Ingersoll

State of Illinois } ss. I, The undersigned a Notary Public in and for said County,
County of Cook } do hereby certify that Robert F. Ingersoll
and Zelnetta Ingersoll, 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 13th day of January 19 75.
Quincy M. [Signature]
Notary Public

Beverly Bank
GRANTOR'S ADDRESS: CHICAGO, ILLINOIS 60641
Grantor's Address: 144-2700 Box 90

1. 7800 S. Damen Ave., Chgo., IL
2. 10340 S. Lowe Ave., Chgo., IL

This instrument was prepared by Patricia L. Cox, Beverly Bank, 1357 W. 103rd St., Chgo.

END OF RECORDED DOCUMENT

This space for affixing Release and Revenue Stamps

Document Number 92975231

1-16-75 Spira R. [Signature]

