

COOK COUNTY, ILLINOIS
FILED FOR RECORD

WARRANTY-DEED IN TRUST

AUG 24 '72 2 14 PM

22 027 095

Henry K. Shaw
RECORDER OF DEEDS

22027095

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors
FERNANDO PINEDA AND TERESA GONI PINEDA, HIS WIFE

of the County of COOK and State of ILLINOIS for and in consideration of the sum of TEN DOLLARS and other valuable consideration 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 25th day of July 1972, and known as Trust Number 8-3829, the following described real estate in the County of COOK and State of Illinois, to-wit:

GRNTEE'S ADD: 1357 WEST 103RD STREET, CHGO

Lot 35 in Rosalie Villas, a Subdivision by Rosalie A. Buckingham of the South East 1/4 of North East 1/4 (Except West 17 Acres) West of Railroad of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

369-2
Property
61-44-490H

8-3829
107 W 103RD STREET
CHICAGO, ILLINOIS

500

SUBJECT TO General Real Estate Taxes for 1971 and subsequent years; and restrictions and documents 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 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 vacate any subdivision or part thereof, and to re-subdivide 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, in possession or reversion, by lease to commence in present or in 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 to re-let leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and conditions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to purchase or 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 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 in connection with 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 should be lawful for any person owning the same to deal with the same, whether similar or different from the ways above specified, at any time or times hereafter.
In no case shall any party dealing with the 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 by said Trustee or any successor in trust, or in relation to any part of said real estate, be obliged to inquire into any claim, lien or charge 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 existence 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 in all amendments thereto, if any, and binding upon all hereafter claiming under it; that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument; and (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument, 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 the Trustee or his predecessor in trust.
This Indenture is made upon the express understanding and agreement that neither Fernando Pineda, nor individually or as Trustee, nor its successor or successors in trust shall incur any liability or responsibility in or about the said real estate or under the provisions of this Deed or said Trust Agreement, or amendments thereto, or in or about the said real estate or under the provisions of 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 the performance of his duties and obligations under the purposes, or at the direction of the Trustee, in its own name, or in the name of any successor in 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 may 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, avails and proceeds accruing to the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and the beneficiaries hereunder shall have no title of 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 mortgagee) 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 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 waiver in such title 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 purposes and meaning of the trust.
And the said grantors hereby expressly waive, and release, 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 of their debts.

In Witness Whereof, the grantors aforesaid have hereunto set their hand and seal this 25th day of July 1972
Fernando Pineda [SEAL]
Teresa Goni Pineda [SEAL]

State of Illinois ss. I, Helen Rita Daly, a Notary Public in and for said County of Cook in the state aforesaid, do hereby certify that Fernando Pineda and Teresa Goni Pineda, his wife personally known to me to be the same persons whose name s 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 25th day of July 1972.
Helen Rita Daly
Notary Public
My Commission Expires Jan. 9, 1974.



Beverly Bank
1357 WEST 103RD STREET CHICAGO, ILLINOIS 60641
MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

5830 S. Harper, Chicago, Illinois
For information only insert street address of above described property.

BOX 533

This space for affiling, Billers and Revenue Stamp

Document Number
22 027 095

END OF RECORDED DOCUMENT