

UNOFFICIAL COPY

WARRANTY-DEED IN TRUST

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The above space for recorder's use only

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THIS INDENTURE WITNESSETH, That the Grantor, ROBERT J. GUNTERBERG and AGATHA A. GUNTERBERG, his wife

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 Warrant unto FORD CITY 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 20th day of March 19 72, and known as Trust Number 141, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 29 in Frank De Lugach's Marie Highlands, a Subdivision of the North Half of the Northwest Quarter (except the East 49 1/2 Feet thereof) and (except the East 20 Acres lying West of the East 49 1/2 Feet thereof) of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian.

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SUBJECT TO 1971 (2nd installment) and 1972 taxes 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 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 deemed proper, 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 any time, in possession or reversion, by lease or otherwise, to subdivide, to lease, to lease, 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, for any term, in possession or reversion, to amend, change or modify the terms and conditions of any lease, to purchase the whole or any part of the reversion and to contract to purchase the same, and to renew or extend leases, or any term, in possession or reversion, to contract to make leases and to grant options to lease and options to purchase, to grant assignments or charges of any kind, to release, convey or assign any right, title or interest in or about or concerning said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for all 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 purchase, 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 by said Trustee, or any successor in trust, be subject to the application of any successor, next of kin or other person claiming an interest in said real estate, or be obliged to see that the same title has been complied with, or be obliged to inquire into the validity, necessity or propriety 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 or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, and that said Trustee, or any successor in trust, is authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and that the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest in and under the real estate hereunder and under said Trust Agreement, shall not be subject to any claim, judgment or decree for anything in or by the grantor or estate or any doer, 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. 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 beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee if 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 thereof). All persons and corporations, whomever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest in and under the real estate hereunder and under said Trust Agreement, shall not be subject to any claim, judgment or decree for anything in or by the grantor or estate or any doer, 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. 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 beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee if 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 thereof). All persons and corporations, whomever shall be charged with notice of this condition from the date of the filing for record of this Deed.

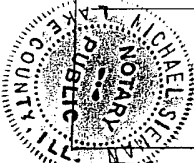
And the said grantor(s) hereby expressly waive, and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the extinction of homesteads from sale on execution of other trust.

In Witness Whereof, the grantor(s) aforesaid have hereunto set their hands and seals on this 4th day of August 19 72.
Robert J. Gunterberg (SEAL) Agatha A. Gunterberg (SEAL)
Robert J. Gunterberg Agatha A. Gunterberg

State of Illinois ss. I, Michael Sieman, a Notary Public in and for said County, County of Lake in the state aforesaid, do hereby certify that Robert J. Gunterberg and Agatha A. Gunterberg, his wife

personally known to me to be the same person(s) 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 notary seal this 4th day of August 19 72.
Michael Sieman
Notary Public

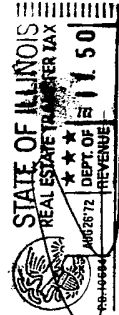


Ford City Bank

7601 SOUTH CICERO AVENUE CHICAGO, ILLINOIS 60652
AREA CODE 312 585-1200

ATTN: Helen Archack

For information only insert street address of above described property.



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22 005 637
County Number

END OF RECORDED DOCUMENT