

364093-A

COOK COUNTY, ILLINOIS
WARRANTY-DEED IN TRUST
NOV 24 1972
RECORD
S 52 Alt
22 130 085
*22130085

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, S. John A. Hennessey and Dureen K. Hennessey, his wife

of the County of Cook and State of Illinois, for and in consideration of the sum of TEN (\$10.00) 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 19th day of October 19 72, and known as Trust Number 278, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 2, 3 and 4 in Block 5 in W. F. Kaiser and Company's Arbor Park being a subdivision of the East 1/2 of the North East 1/4 of Section 21, Township 36 North, Range 13 East of the 3rd PM (except Railroad and except that part lying North West of Railroad) in Cook County, Illinois.

Subject to: 1972 General Taxes
Right to the natural flow of the waters in the creek as shown on the Plat of W. F. Kaiser and Company's Arbor Park recorded September 7, 1915 as Document 5705401.

SUBJECT TO

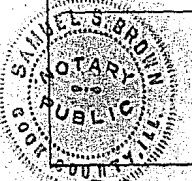
TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.
Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said real estate, or offer 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 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 person or by reservation, or by leases 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 in case of extended leases 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 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 incident 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 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 obliged to see that the terms of this indenture have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to get 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, or to be concerned in favor of any 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 of this Indenture and 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, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) that no variance 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 the, his or their predecessor or in trust.
This conveyance is made upon express understanding and covenants as follows: That the Trustee, individually or as Trustee, nor his successor 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 hereunder 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 the name of the then beneficiaries under said Trust Agreement as their attorneys-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name. 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 its payment and discharge thereof. All persons and corporations whatsoever 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 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 intention hereof being to vest in said Ford City Bank 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 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 provide that 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 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 an and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

500
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
NOV 24 1972
DEPT. OF REVENUE
PB. 103301

112160
NOV 24 1972
450

22 130 085

In Witness Whereof, the grantor S. John A. Hennessey and Dureen K. Hennessey hereunto set their hand and seal this 8th day of November 19 72
(SEAL) S. John A. Hennessey (SEAL)
(SEAL) Dureen K. Hennessey (SEAL)



State of Illinois ss. SAMUEL BROWN a Notary Public in and for said County, County of Cook do hereby certify that John A. Hennessey and Dureen K. Hennessey, his wife

personally known to me to be the same person 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 8th day of November 19 72.
Samuel Brown
Notary Public

MAIL TO: **Ford City Bank**
7601 SOUTH CICERO AVENUE, CHICAGO, ILLINOIS 60652
AREA CODE 312 585-1200
Helen Archacki

For information only insert street address of above described property.