

UNOFFICIAL COPY

WARRANTY-DEED IN TRUST

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THIS INDENTURE WITNESSETH, That the Grantor, Marie McCue and John McCue, her husband
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 S and Warrant S 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 10th day of November 1972, and known as Trust Number 303, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 11 and 12 in Block 7 in Chicago Ridge, a subdivision of the Northwest 1/4 of Section 17, Township 37 North, Range 13, East of the Third Principal Meridian, in County of Cook and State of Illinois.

SUBJECT TO General taxes for 1972 and subsequent years.

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 as he may desire, to contract to sell or 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 present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend any such lease, and to execute or cause to be executed, amended, changed or modified 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 purchase, and to purchase or to lease, or to exchange said real estate, or any part thereof, for other real or personal property, and to sell, lease, mortgage or otherwise encumber 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 on such conditions 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 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 sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the validity, necessity, expediency or propriety of any act of said Trustee, or any successor in trust, or be obliged to inquire into the terms of said Trust Agreement, or any deed, trust deed, or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusively 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, has authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and (c) 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 her predecessor in trust.
The Trustee or any successor in trust shall incur no personal liability or be subjected to any claim, judgment or decree for anything if or they or their agents or attorneys may hereafter do or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, for injury to person or property happening in or about said real estate any and all such liability being hereby conveyed, released, discharged, extinguished, and the obligations or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by filing the name of the then beneficiaries under said Trust Agreement as their attorneys-in-fact, or in case of their death, by their executors, 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 and discharge thereof). All persons and companies, whatsoever and whatever shall be charge 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 hereby being to vest in said Trustee 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 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 statute in such cases made, 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 true intent and meaning of the trust.
And the said grantor hereby expressly waives and releases any and all right or benefit under and in violation 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 grantors aforesaid have hereunto set their hands and seals this 10th day of November 1972
Marie McCue [SEAL] John McCue [SEAL]

 I, Peter J. Fasone, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Marie McCue and John McCue, her husband 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 notarial seal this 10th day of November 1972.
Peter J. Fasone Notary Public

Ford City Bank
7601 SOUTH CICERO AVENUE, CHICAGO, ILLINOIS 60652
AREA CODE 312 585-1200
For information only insert street address of above described property.

END OF RECORDED DOCUMENT

NO TAXABLE CONSIDERATION
500 MAIL

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