

UNOFFICIAL COPY

61-77-72648

COOK COUNTY, ILLINOIS
WARRANTY DEED IN TRUST

22 153 659

RECORDED FOR DEEDS

55-101

DEC 11 1972 2 19 PM

The above space for recorder's use only

22153659

THIS INDENTURE WITNESSETH, That the Grantor,
Thomas J. Luczynski and Mary Ann Luczynski, 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 S and Warrant S 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 29th day of November 19 72,
 and known as Trust Number 8-3977, the following described real estate in the County of COOK
 and State of Illinois, to-wit:

Lot 35 in Harry M. Quinn Incorporated Subdivision of part of
 the Dewey and Vance Subdivision of the South half of Section
 30, Township 38, North, Range 14, East of the Third Principal
 Meridian, a plat whereof was recorded December 20, 1943 as
 document 13200229 in Cook County, Illinois. **

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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 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 any successor or successors in trust or 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 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 extend leases upon any terms and for any period or periods of time and to extend, 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 and future rentals, to partition or to exchange said real estate or any part thereof, for other real or personal property, to grant easements, to change 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 and considerations 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, contracted to be sold, 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 or privileged to inquire into any of the terms of said Trust Agreement, and every dealing with said Trustee, or 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 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, (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) 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 their predecessor in trust.

Conveyance is made upon the express understanding and constitution that neither the City Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its 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. Any covenant, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate has not entered into by filing the name of the then beneficiaries under said Trust Agreement as their estate-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an estate, but not individually (and the Trustee shall have no obligation whatsoever with respect to such contract, obligation or indebtedness, except only to the extent of 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 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 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 Beverly 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 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 case 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 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 X aforesaid have hereunto set their hand and seal this 7th day of December 1972.

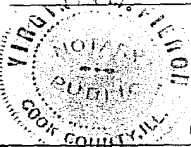
(SEAL) X Thomas J. Luczynski (SEAL)
Thomas J. Luczynski

(SEAL) X Mary Ann Luczynski (SEAL)
Mary Ann Luczynski

State of Illinois)
 County of Cook) ss. I, Virginia M. Fieroh a Notary Public in and for said County,
 in the state aforesaid, do hereby certify that

Thomas J. Luczynski and Mary Ann Luczynski, 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 notarial seal this 08 day of December 1972.

Virginia M. Fieroh
 Notary Public



Beverly Bank
 Box No. 90

7534 S. Seeley
 Chicago, Illinois

MAIL:
1357 W. 103rd St

For information only insert street address of above described property.
 MOUNT GREENWOOD BANK
 3052 W. 111th Street
 Chicago, Illinois 60655

This space for affixing Riders and Revenue Stamps

NO TAXABLE CONVEYANCE

22 153 659

END OF RECORDED DOCUMENT