

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

22 200 432

*Lillian R. Olson*  
RECORDER OF DEEDS

WARRANTY-DEED IN TRUST

JAN 26 73 12 27 PM

22200432

The above space for recorder's use only

61 80 019 R (483-2)

THIS INDENTURE WITNESSETH, That the Grantors, Marilyn R. Henely and Walter J. Henely, her husband

of the County of Cook and State of Illinois for and in consideration of the sum of ten 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 8th day of March 19 72, and known as Trust Number 2, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 53 in Humphrey's Subdivision of the north 455 feet of the north 30 acres of the south 60 acres of the west 1/2 of the north east 1/4 of section 9, township 36 north, range 12 east of the third principal meridian lying east of the Wabash - St. Louis and Pacific Railroad, in Cook County, Illinois



SUBJECT TO general taxes for the year 1972.

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, pave, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said real estate as often as he or she may desire, in trust for the use and enjoyment of the said Trustee, or any successor in trust, 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 successors in trust, in possession, use and enjoyment, to the said Trustee, or any successor in trust, 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 possession, use and enjoyment, to the said Trustee, or any successor in trust, 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 lease or to let to any person or persons, or to any corporation, firm or partnership, or to any other person or persons, the use and enjoyment of any part of the real estate, and 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 real estate, 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 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 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 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, 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 the 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 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) 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 hereof, 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 her predecessor in trust.

This conveyance is made upon the trusts, conditions and limitations herein set forth, and the said Trustee, 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 done by it or by its agents or attorneys 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, unless any and all such liability being hereby expressly assumed 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 filing 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 or as trustee 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 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 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 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 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.

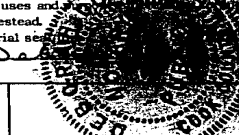
And the said grantor hereby expressly waives and releases any and all right or benefit under and virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution of the writ.

In Witness Whereof, the grantor S aforesaid have herunto set their hands and seal this 15th day of January 19 73

[SEAL] Marilyn R. Henely [SEAL]  
Marilyn R. Henely  
[SEAL] Walter J. Henely [SEAL]  
Walter J. Henely

State of Illinois ss. I, DEBORAH DUL a Notary Public in and for said County, County of Cook and WALTER J. HENELEY in the state aforesaid, do hereby certify that MARILYN R. HENELEY

personally known to me to be the same person S whose name S 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 expressed, including the release and waiver of the right of homestead.



Grantee **Ford City Bank**  
7601 South Cicero Avenue  
Chicago, Illinois 60652

For information only, the present address of above described property.

COOK CO. NO. 016  
0 9 8 0 4 5  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT OF REVENUE  
03.50

This space for affixing Stamp and Revenue Stamps

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END OF RECORDED DOCUMENT