

UNOFFICIAL COPY

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

1973 APR 18 22 293 023

WARRANTY DEED IN TRUST

APR-18-73 613011 • 22293023 • A — Rec

5.00

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors JAMES R. MEDOWS and JANET E. MEDOWS, husband and wife, 7926 Neenah, Burbank 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 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 5th day of April, 1973, known as Trust Number 8-4252 the following described real estate in the County of COOK and State of Illinois, to-wit:

Lots 25, 26 (except the South 17 feet of said lots) in Block 22, in L.E. CRANDELL'S Oak Lawn Subdivision, being a Subdivision of the West 1/2 of the South West 1/4 and part of the East 1/2 of the South West 1/4 of Section 4, Township 37 North, Range 13, East of the Third Principal Meridian, otherwise commonly known as 5516, 18 and 20 West 95th Street, Oak Lawn, Illinois.

5.00

No monetary consideration

This space for affixing Stickers and Revenue Stamps

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 into lots or other parcels, to lease, sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to mortgage, to execute any instrument in relation to said real estate, to lease, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease, to grant, to amend, to change or to vary any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and to renew or extend leases upon any terms and for any period or periods of time, to amend, change or modify any terms and provisions hereof at any time or from time to time, to partition or to exchange said real estate and to grant 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 to said real estate or any part thereof, or to do any act which it would be lawful for any person owning the same to do 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, 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 price, or to inquire into the authority, necessity or expediency of any act of said Trustee, or to be obliged to inquire into the 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, but 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, mortgage or other instrument, and (d) if the conveyance is 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 his, his or her predecessor in trust.

This conveyance is made upon the express understanding and consent that neither Beverly Bank, the fiduciary 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, 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 and all such liability being hereby expressly waived and released by the said grantors, in the name of the then beneficiaries under said Trust Agreement as their attorneys-in-fact, hereby irrevocably, for such purposes, 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 accrued 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 whatsoever and whatsoever shall be charged with notice of this condition on the date of the filing for record of this Deed.

The interests of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming in or about said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title thereto as an interest in real estate, as such, but only an interest in the earnings, avails and proceeds of the said real estate and to all of the real estate above described.

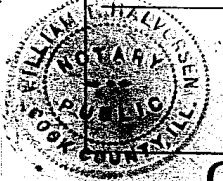
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or 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 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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, James R. Medows hereunto set their hand and seal 12th day of April, 1973
 _____ [SEAL] James R. Medows [SEAL]
 _____ [SEAL] Janet E. Medows [SEAL]
JANET E. MEDOWS

State of Illinois ss. I, WILLIAM T. HALVORSEN a Notary Public in and for said County, County of Cook, in the state aforesaid, do hereby certify that JAMES R. MEDOWS and JANET E. MEDOWS, husband and wife

personally known to me to be the same persons whose name is as 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 12th day of APRIL 19 73.
William T. Halvorsen
 WILLIAM T. HALVORSEN



Beverly Bank
 1357 WEST 103RD STREET CHICAGO, ILLINOIS 60643
 MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

5516-18-20 W. 95th St. Oak Lawn, Ill.

Box 90

Document Number
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