

WARRANTY DEED IN TRUST

22 297. 269

55-101

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Dwain D. Marsh and Jean L. Marsh, 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 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 9th day of April 19 73, and known as Trust Number 8-4259, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 41 and the North half of Lot 40 in Block 88 of Harvey a Subdivision of part of Section 17, Township 36 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

This transaction is exempt under Par. E of Transfer Act.

5.00

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, to sell, to lease, to mortgage, to convey, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to copy said real estate or any part thereof to a successor or successors in trust and to grant to each successor or successor 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 any single lease the term of 100 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and conditions hereof at any time or times hereafter, to contract to make leases and to grant options to lease 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 give assessments or charges of any kind, to release, convey or assign any right, title or interest in or about or 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, 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 this trust or to 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) that at the time of the delivery thereof said real estate 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 any documents 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 the said Trustee or their predecessor in trust.

This conveyance is made upon the express understanding and agreement that neither Beverly 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 or shall 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 assumed and released by the grantors, and the obligations or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their own, and the Trustee shall not be liable for such purposes, or at the election of the Trustee, in its own name, as Trustee of a 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 corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

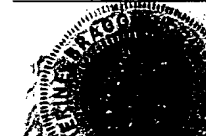
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal 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 to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust, 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 any statute of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution of a mortgage.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 9th day of April 19 73. Dwain D. Marsh [SEAL] Jean L. Marsh [SEAL]

State of Illinois ss. I, Dwain D. Marsh, a Notary Public in and for said County, County of Cook do hereby certify that Dwain D. Marsh and Jean L. Marsh, his wife

personally known to me to be the same person whose name is 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 9th day of April 19 73. Dwain D. Marsh Notary Public.



Bank For information only insert street address of above described property. Chas. J. Hester 1357 W. 103rd, Chicago

This space for affixing Return and Revenue Stamps

NO TAXABLE CONSIDERATION

22 297. 269



UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD.

*William H. Olson*  
RECORDER OF DEEDS

APR 23 '73 12 24 PM

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008 105 55

Name: *State Bank*  
Address: *3130 W. 159th St*  
City: *Markham Ill 60426*

Form 104 R 5/72

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Property of Cook County Clerk's Office

008 105 55

END OF RECORDED DOCUMENT