

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD
WARRANTY DEED IN TRUST

22 307 940

William R. Olson
RECORDED OF DEEDS

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The above space for recorder's use 22 307 940

THIS INDENTURE WITNESSETH, That the Grantors,
JOHN J. MC DONALD and DOROTHY MC DONALD
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 18th day of April, 19 73, and known as Trust Number 8-4277, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 15 and 16 in Block 4 in McGinnis Lake Highlands, a Subdivision of the South East quarter (except the South 500.0 feet of the East 500.0 feet thereof and except the West half of the South East quarter of Section 32, Township 37 North, Range 12, East of the Third Principal Meridian, also except the North 50.0 feet thereof dedicated for highway purposes 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 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 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 by lease to commence in present or in future, and upon any term and for any period or periods of time, not exceeding in any single demise the term of 99 years, and to enter on and lease upon any terms and for any period or periods of time and to amend, change or modify leases and to grant and to renew leases upon any terms and for any period or periods of time and to assign, change or modify leases to lease and to grant and 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 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 to said real estate or any part thereof, and to execute 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 in all other respects, and for such other considerations as it would be lawful for any person owning the same to deal with the same in all other respects, and for such other considerations as it would be lawful for any person owning the same to deal with the same in all other respects.

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 the terms of this trust instrument, or to be obliged 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 Register of Titles of said county) relying on 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 thereof, if any, and binding upon all beneficiaries thereunder, (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 grantor, his or their predecessor in trust.

This conveyance is made under the express covenants and conditions 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 do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or an amendment thereto, or for injury to person or property happening in or about said real estate any and all such liability hereby expressly waived 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 him in the name of the then beneficiaries under said Trust Agreement, or in his 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 covenants and conditions whatsoever and whatever shall be changed 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 of any and all the sale or any other disposition of said real estate, except such part as is hereby directed to be personal property of a beneficiary hereunder shall have no 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, in and to all of the real estate above described.

If in this title to any of the above real estate is not or hereafter registered, the grantor of this title is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "his 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 records 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 in execution or otherwise.

In Witness Whereof the grantor aforesaid have hereunto set their hand and seal this 18th day of April 1973
[SEAL] John J. McDonald [SEAL]
[SEAL] Dorothy McDonald [SEAL]

State of Illinois ss. I, Sylvia Miller, a Notary Public in and for said County, County of Cook, do hereby certify that JOHN J. MC DONALD and DOROTHY MC DONALD, his wife personally known to me to be the same persons 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 18th day of April 1973.
Sylvia R. Miller
Notary Public

BOX 533
Beverly Bank
1257 WEST 108RD STREET CHICAGO, ILLINOIS 60641
MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION
465-2200
Grantees add: as noted above

133rd Stephan, Palos Park, Illinois

This space for affixing Stamp and Revenue Stamp

NO TAXABLE CONSIDERATION

Document Number

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END OF RECORDED DOCUMENT