

# UNOFFICIAL COPY

*William R. Olsen*  
WARRANTY DEED IN TRUST

RECORDS OF DEEDS  
COOK COUNTY ILLINOIS  
22 328 334  
MAY-17-73 6 27 723 • 22328334 • A -- Rec

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TRUST # 8-4205  
1357 W. 103RD STREET  
CHICAGO, ILL. 60643  
BEVERLY BANK TRUSTEE UNDER

THIS INDENTURE WITNESSETH, That the Grantor, s HECTOR M. GARCIA and CATHY ANN GARCIA, his wife of the County of Cook and State of Illinois for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty 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 4th day of April 19 73, and known as Trust Number 8-4205, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 9 and the South 20 feet of Lot 10 in Block 33 in H. W. Elmore's Kedzie Avenue Ridge, being a Subdivision of the North East quarter and the South East quarter of Section 23, Township 36 North, Range 13, East of the Third Principal Meridian, lying South of the Indian Boundary Line, 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, lay out, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, in contract to sell, to grant options to purchase, to sell on any terms 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 successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to lease, to mortgage, to 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, or any other instrument 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 any lease or any part of any lease and to amend, change or modify any lease and the terms and provisions of any lease 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 premises and to contract respecting the manner of fixing the amount of power, or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to make assignments or changes of any kind, to release, convey or assign any right, title or interest in or about or seasonably 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 purposes and 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, or 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 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. (4) That at the time of the delivery thereof the trust created by this indenture as by said Trust Agreement was in full force and effect. (5) That such conveyance of either instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said Trust Agreement or in all cases on behalf of said Trustee, or any successor or successors, in trust, 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 (6) That no conveyance is made upon the express understanding and condition 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 if 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 failure to perform or property being sold in or about said real estate and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with the execution of this deed or any other instrument of the then beneficiaries under said Trust Agreement as their attorneys-in-fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in the own name, as Trustee of said real estate and 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, whatsoever and whatever 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, trustee or 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 note in the certificate of title or duplicate thereof, or memorial, the words "in trust," "in trust," "in trust," "in trust," 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 aforesaid have hereunto set their hands and seal, this 4th day of April 19 73.  
[SEAL] *Hector M. Garcia* [SEAL]  
Hector M. Garcia  
[SEAL] *Cathy Ann Garcia* [SEAL]  
Cathy Ann Garcia

State of I, \_\_\_\_\_ a Notary Public in and for said County, County of Cook ss. in the state aforesaid, do hereby certify that HECTOR M. GARCIA and CATHY ANN GARCIA, his wife

personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day of \_\_\_\_\_ 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, and in full and complete release and waiver of the right of homestead.  
Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
*William R. Olsen*  
Notary Public

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

16353 Sawyer, Markham, Illinois

BOX 90

NO TAXABLE CONSIDERATION  
This space is for Affiliated Riders and Reversion Stamps

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END OF RECORDED DOCUMENT