

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

1976 APR 28 AM 11 05 23 465 519

RECORDED IN BOOK 23465 19

APR-28-76 THE CHIEF CLERK FOR RECORDS DEPARTMENT

10.00

THIS INDENTURE WITNESSETH, That the Grantor, s BENJAMIN F. SANDERS, JR. and EDDIE MAE SANDERS, 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 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 23rd day of April 19 76, and known as Trust Number 8-5377, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 37 in Block 4 in Fallis' and Gano's Addition to Pullman in Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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 parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to subdivide 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 do any act, to make any contract, to execute any deed, to lease, to mortgage, to take any mortgage, to sell, to convey 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 the case of any single lease the term of 99 years, and to renew or extend such lease upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and conditions thereof at any time or times hereafter, to contract to assign, lease and to grant options to lease and options 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 essential or pertinent 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 or dissimilar to those 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 that the provisions 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 agreement, 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 such conveyance, lease or other instrument, in 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 thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument, and (d) if the consequence 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 trustee or their predecessor in trust.

This 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 any claim or claim of damages or compensation or to be liable 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 injury to person or property happening in or about said real estate, or for any liability in or about the said real estate, or for any claim or claim of damages or compensation or for any indebtedness incurred or entered into by the Trustee in connection with said real estate or any interest therein, or for any claim or claim of damages or compensation or for any liability in or about the said real estate, or for any claim or claim of damages or compensation or for any indebtedness incurred or entered into by the Trustee in its own name, as Trustee, or for any claim or claim of damages or compensation or for any liability in or about the said real estate, or for any claim or claim of damages or compensation or for any 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 whatsoever shall be charged with notice of this condition from the date of the filing 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 withhold said real estate from the 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 memorialize the words "in fee simple" upon conditions, 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 extract therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the trusts and conditions 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 thereon.

In Witness Whereof, the grantor, aforesaid have hereunto set their hands and seal, this 23rd day of April 19 76.

State of Illinois, the undersigned, a Notary Public in and for said County of Cook, in the state aforesaid, do hereby certify that BENJAMIN F. SANDERS, JR. and EDDIE MAE SANDERS, his wife

personally known to me to be the same persons whose names are 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 seal this 23rd day of April 19 76.



Exempt under provisions of Paragraph "E", Section 4, U.C. Transfer Tax Act

Date: 4-28-76 [Signature] Representative

BEVERLY BANK TRUSTEE UNDER TRUST # 8-5377 1357 W. 103RD STREET CHICAGO, ILL. 60643

NO TAXABLE CONSIDERATION

This space for affixing Stamps and Revenue Stamps

23465 19

Grantees add: Beverly Bank BOX 90 11757 S. Lafayette, Chicago, Il.

This instrument prepared by Sylvia R. Miller, Beverly Bank, 1357 W. 103rd St., Chicago, Il 60643

END OF RECORDED DOCUMENT