

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

1976 APR 28 11:17 AM '76

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RECORDS OF DEEDS
COOK COUNTY ILL.

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor 9 DONALD HARRIS and TRUDIE MAE HARRIS, 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 19th day of April 19 76, and known as Trust Number 8-5374, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot Six (6) in Sherlock Homes Resubdivision of Lots Thirteen (13) to Twenty (20), both inclusive, in Block Twenty (20) in Henry Welp's Halsted Street Addition to Washington Heights in the Southeast One Quarter (1/4) of Section Five (5), Township Thirty seven (37), North, Range Fourteen (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 re-subdivide said real estate as herein as desired, in contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without warranty, to lease, to mortgage, to execute any deed or other instrument, to grant or to execute in trust and to grant to such success 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 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 the case of any single demise the term of 99 years, and to renew or extend, to renew, 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 appurtenant 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 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 do any act in violation 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 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 the instruments thereof, if any, and binding upon all beneficiaries thereof, (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 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 and his 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 anything of their 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 thereof, or for injury in person or property happening in or about said real estate any 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 said real estate may be entered into by him in the name of the Trustee, or by any person acting as his agent, or by any person acting as his agent, or by any person acting as his agent, or at the election of the Trustee, 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 available 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 for record of this Deed.

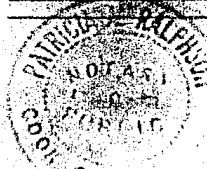
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no benefit or advantage shall have any title of interest, legal or equitable, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds thereof and avails, the intention hereof being that 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 heretofore registered, the Registrar of Titles is hereby directed not 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 now or hereafter in force, 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, and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the revocation of homesteads from sale or execution of otherwise.

In Witness Whereof, the grantor Donald Harris and Trudie Mae Harris hereunto set their hands and seals this 19th day of April 19 76.
[SEAL] Donald Harris [SEAL]
[SEAL] Trudie Mae Harris [SEAL]
TRUDIE MAE HARRIS

State of Illinois } ss. I, The Undersigned, a Notary Public in and for said County,
County of Cook } in the state aforesaid, do hereby certify that DONALD HARRIS
and TRUDIE MAE HARRIS, his wife
are
personally known to me to be the same person 8 whose name 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.
I am unable to read and sign my name this 19th day of April 19 76.
Patricia Ralphson
Notary Public



Beverly Bank
9417 S. Green St. Chgo, Ill. Lot 6
Grantee's Address: 1357 W. 103rd St. Box 90
This instrument was prepared by Patricia Ralphson, Beverly Bank

Exempt under provisions of Paragraph "E", Section 4. R.E. Transfer Tax Act
Date: 4-22-76
Buyer's Representative: R. M. Allen

BEVERLY BANK TRUSTEE UNDER TRUST # 8-5374
1357 W. 103rd STREET
CHICAGO, ILL. 60643

NO TAXABLE CONVEGNERATION

This space for affixing Riders and Revenue Stamp

Document Number
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END OF RECORDED DOCUMENT