

# UNOFFICIAL COPY

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## WARRANTY DEED IN TRUST

1976 JUN 9 PM 1:19

100-205-011-A

THIS INDENTURE WITNESSETH, That the Grantors  
Malvin D. Respress and Paula Respress, 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 1st day of June 1976,  
and known as Trust Number 8-5418, the following described real estate in the County of Cook  
and State of Illinois, to-wit:

The South five (5) feet of Lot twenty-one (21) and all of Lot twenty-  
two (22) in Block nine (9) in South Chicago Heights, a Subdivision of  
part of the West one-half ( $\frac{1}{2}$ ) of the South West Quarter ( $\frac{1}{4}$ ) of Section  
Six (6), Township Thirty-seven (37) North, Range Fifteen (15), East of  
the Third Principal Meridian, North of the Indian Boundary Line, a Plat  
of which Subdivision was filed for record thereof July 15, 1891, in  
Book 50 of plats, Page 37, 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 parts, streets, highways, alleys, and to receive any subdivision or part thereof, and to re-  
convey either with or without consideration, to others, any real estate or any part thereof to a successor or successors  
to trust and to grant to any successor or successors, or to any person or persons, the right to improve, manage, protect and  
lease said real estate, or any part thereof, from time to time, in the discretion or reversion, by leases in perpetuity or in  
future, and upon any terms and in any manner or proportion, and for any period or periods of time, as to the present, change or  
make leases and the terms and provisions thereof as may then or thenceforward, be contract to make leases and to grant  
options to lease and options, or otherwise, to any person or persons, for any period or periods of time, as to the present,  
regarding the management, the continuance of present or future rentals, or partition or exchange, said real estate, or any part  
thereof, for other real or personal property, to grant easements or the use of any kind, to release, convey or assign any right,  
title or interest in any above described real estate, or any part thereof, and to do with said real estate  
as herein provided for in other parts hereof and for such other consideration as it may be deemed fit at the same  
time, and for other parts hereof, and for such other consideration as it may be deemed fit at any time or times hereafter.

In no case shall any party dealing with said Trustees, or any successor in trust, in relation to said real estate, or to  
whomsoever, 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 sum of this trust have been or applied with, or be obliged to inquire into the  
amount, nature or condition of any real estate, or any interest in any real estate, held by said Trustees, or any  
successor in trust, in relation to said real estate, shall be conclusive evidence of any act or event, or any person (including the  
Trustee), shall be liable for any loss or damage sustained by reason of any act or omission of any person (including the  
Trustee), in 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 true conditions and limitations con-  
tained in this instrument, and that the title to the real estate, or any part thereof, is clear and free from all liens, encumbrances  
and other rights, charges and other interests, and that said Trustees, or any successor in trust, was duly authorized and empowered to execute and deliver  
over such deed, trust deed, leases, mortgage or other instrument, and (c) if the conveyance was made to a trustee or successor  
on trust, that such successor in trust, was duly authorized and empowered to execute and deliver over all the articles,  
evidences, rights, charges and other interests, and title, of the land on their behalf.

This conveyance is made upon the express understanding and condition that neither Party is a minor, indefinitely or as  
trustee, nor the successor or successors, or any interest in any real estate, or any part thereof, 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 be done or property happening in  
or about said real estate, and that the said Party, or any interest in any real estate, or any part thereof, shall not be liable  
or answerable for any damages or expenses in connection with said real estate, nor for any interest in any real estate, or any part  
thereof, or otherwise, the intention herein being to vest in said Beverly Bank the entire legal and equitable title to the  
Property, and at the close of the conveyance, with respect to all such contracts, obligations 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 expenses and expenditures whatsoever and whatsoever shall be charged with notice of this intent or from the  
date of this instrument, to the Trustee.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons, or line under  
them or any of them shall be only in the earnings, profits and proceeds arising from the sale of any other division of said  
real estate, or any interest in any real estate, or any part thereof, or in the title to any real estate, or any interest in any real estate,  
legal or equitable, in or to said real estate, as such, but only an interest in the earnings, profits and proceeds  
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Property, and at the close of the conveyance, with respect to all such contracts, obligations 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.

And the said grantors B hereby expressly waive, and release, any and all right of 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 B aforesaid has ye hereunto set their hand and seal  
seal B this 1st day of June 1976

[SEAL] Malvin D. Respress [SEAL]

Malvin D. Respress

[SEAL] Paula Respress [SEAL]

Paula Respress

State of Illinois, and the undersigned, a Notary Public, in and for said County,  
County of Cook, in the state aforesaid, do hereby certify that Malvin D. Respress  
and Paula Respress, 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 1st day of June 1976.

Patricia A. Respress

Notary Public

23514074  
Document Number

Beverly Bank BOX 90  
1357 WEST 103RD STREET CHICAGO, ILLINOIS 60643

9343 S. Kingston Ave.

This instrument prepared by Bonnie Decker, Beverly Bank, 1357 W. 103rd St., Chicago, Ill. 60643

END OF RECORDED DOCUMENT