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AUG--3-76 231400 = 23582007 A --- Rec

10.00

WARRANTY DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor **S, George Marcum and Velma J. Marcum**, his wife as joint tenants

of the County of **Cook** and State of **Illinois** for and in consideration of **--- Ten and 00/100 ---** Dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto the **COMMUNITY BANK of HOMewood-FLOSSMOOR**, a corporation of Illinois, whose address is **18600 South Dixie Highway, Homewood, Illinois 60430**, as Trustee under the provisions of a trust agreement dated the **17th** day of **July** **1976**, known as **Trust Number 76061** the following described real estate in the County of **Cook** and State of **Illinois**, to-wit:

The West Half of **Lot 34** in **O. Rueter and Company's Idlewilde Terrace**, being a Subdivision of the North Half of the South East Quarter of **Section 6, Township 25 North, Range 14, East of the Third Principal Meridian**, as per plat recorded April 5, 1921 as Document 7103704 in **Cook County, Illinois**.

10-90

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said property as often as desired, in contract to sell to grant options to purchase, to sell any part of said premises or any part thereof, to convey said premises 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, to lease or otherwise encumber, and to convey, in any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by lease to commence on or after a certain day or days or months or years, and upon any terms and for any period or periods of time, not exceeding in the case of any lease the term of **ten** years, and in the case of a lease to commence upon any terms and for any period or periods of time, and to amend, change or modify the same, and the terms and provisions thereof at any time or times hereafter, to contract to make leases, and to grant options to lease and options to purchase, and in any case, to execute, said property, or any part thereof, but other than for personal property, to grant easements or charges of any kind, to release, convey or otherwise dispose of such a right, title or interest in or about or appurtenant to said premises or any part thereof, and to do all such acts and things, and every part thereof in all other ways and for such other considerations as it should be lawful for any trustee acting for the same, to do with the same, whether similar to or different from the acts, above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or authorized 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, or 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. It is further covenanted and warranted that no instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or any amendment thereto and binding upon all beneficiaries hereunder, or that said trustee was duly authorized and empowered to execute any deed, trust deed, mortgage, lease, trust deed, lease, mortgage or other instrument and all of the covenants 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 trust or their predecessor or trustee.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, assets and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be **separate** 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, assets and proceeds thereof as above set forth.

If the title to any of the above land is now or hereafter registered, the Recorder of Deeds is hereby directed not to register a note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

And the said grantors hereby expressly waive, release and release any and all right or benefit under and by virtue of all statutes of the State of Illinois, providing for the exemption of homesteads from sale or execution or otherwise.

In Witness Whereof, the grantors, **S, George Marcum and Velma J. Marcum**, hereunto of **their** hand and seal on this **17th** day of **July**, **1976**.

(Seal) George Marcum (Seal)
(Seal) Velma J. Marcum (Seal)
Velma J. Marcum

This instrument prepared by Sallie Moss, 18600 Dixie Hwy., Homewood, Ill.

State of **ILLINOIS**) ss. Paul Krupp a Notary Public in and for said County, in
County of **COOK**) do hereby certify that George Marcum and Velma J. Marcum, 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 notarial seal this 17th day of July, 76.



After recording return to:

COMMUNITY BANK OF HOMewood-FLOSSMOOR
18600 S Dixie Highway, Homewood, IL 60430
799-2800

For information only insert street address of above described property.

This space for affixing stickers and Revenue Stamp
Exempt under provisions of Paragraph 2, Section 4, Real Estate Transfer Tax Act.
2-17-76
Buyer, Seller or Representative
Date

Document Number 23582007

END OF RECORDED DOCUMENT