

WARRANT DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, William E. Simpson (married to Elizabeth M. Simpson)

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey unto WHEELING TRUST AND SAVINGS 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 Sept. 1976, and known as Trust Number 76-237, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 2 in Willowmere Subdivision, a subdivision of part of the northeast quarter of the northwest quarter of Section 9, Township 42 North, Range 11 east of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded on September 1, 1976 as document No. 26,620,312.

This deed is for the purpose of confirming the date (being September 1, 1976) of the trust agreement which established the grantee herein, such grantee being the same as in the deed recorded on September 1, 1976 as document No. 23,620,315

SUBJECT TO matters of record and current taxes, Elizabeth M. Simpson has signed this deed solely for release of any interest she may have in the property, (including but not limited to any homestead exemption), and does not join in any warranties or undertakings.

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, to 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, in whole, 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 leases to commence in the present or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise a term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases, 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 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 of every 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 time 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 same has been applied to, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or 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 Registrar of Titles of said county relying upon or claiming under any such conveyance lease or other instrument, (a) that at the time of 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, and in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly made to a successor or successors in trust, that such successor or successor in trust has been properly vested and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Wheeling Trust and Savings 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 in or to or for its or their agency or otherwise in or about the said real estate, and the provisions of this Deed or said Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, any and all such connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its 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 applicable for the payment and discharge thereof). All persons and corporations whomsoever 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 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 interest hereof being to rest in said Wheeling Trust and Savings 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 not to register or 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, 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 on this 1st day of September 1976.

Elizabeth M. Simpson (SEAL) William E. Simpson (SEAL)

State of Illinois ss. I, M.J. DOMBROWSKI, Notary Public in and for said County, in County of Cook the state aforesaid, do hereby certify that William E. Simpson and Elizabeth M. Simpson (his wife)

personally known to me to be the same person 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 SEPT 1976

M.J. Dombrowski Notary Public

BOX 533 For information only insert street address of above described property.

Prepared by: W. A. Black, Esq. 135 S. LaSalle Street Chicago, Ill. 60603

Exempt under provisions of Paragraph 1, Section 4, Real Estate Transfer Tax Act. 9-3-76 Buyer, Seller or Representative

10/10/76

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UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD
OCT 27 2 03 PM '76

Edwin R. Olson
RECORDER OF DEEDS
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Property of Cook County Clerk's Office



END OF RECORDED DOCUMENT