

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST 1976 OCT 29 AM 10 35

23 691 723

THIS INDENTURE WITNESSETH, That the Grantors WILLIAM BROTHERSON  
and BARBARA J. BROTHERSON, 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 11th day of October 19 76,  
and known as Trust Number 8-5558, the following described real estate in the County of Cook  
and State of Illinois, to-wit:

Lot 19 (except the North 2 feet thereof) and the North 15 feet  
of Lot 20 in Block 26 in East Washington Heights, a Subdivision  
of the West Half of the North West Quarter and the South West  
Quarter of Section 9, Township 37 North, Range 14, East of the  
Third Principal Meridian, in Cook County, Illinois.

10.00

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, alleys and to vacate any subdivision or part thereof, and to re-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 lease, to mortgage, to grant 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, pledge, or otherwise encumber said real estate or any part thereof, to lease said real estate, or any part thereof, from time to time, for any term or terms, for any purpose or purposes, 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 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 rental, 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 appertaining 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 to inquire into the terms of the 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 Registrar 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 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 (c) if the conveyance, lease or other instrument, (a) that the grantor, or his successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, interests, authorities, duties and obligations of his, his or their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither the Bank, individually or as Trustee, nor its successors or successors in trust shall incur any personal liability or be liable for any claim, judgment or decree for anything if or that 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 thereto, or for injury to person or property happening in or about said real estate any and all 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 it in the name of the Trustee, or its agents or attorneys, or its successors or successors in trust, or by any other person in the name of the Trustee, 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 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 beneficiary hereunder shall be entitled to 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 vest 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 hereafter registered, The Registrar of Titles is hereby directed to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon conditions," "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 extracts therefrom, as evidence that any transfer, change or other dealing involving the registered land 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 any execution or otherwise.

In Witness Whereof, the grantor as aforesaid has vs hereunto set their hands and seal S this 11th day of October 1976  
[SEAL] William Brotherson [SEAL]  
WILLIAM BROTHERSON  
[SEAL] Barbara J. Brotherson [SEAL]  
BARBARA J. BROTHERSON

State of Illinois }  
County of Cook } ss. 1. The Undersigned, \_\_\_\_\_ a Notary Public in and for said County,  
do hereby certify that WILLIAM BROTHERSON and BARBARA J. BROTHERSON,  
his wife

personally known to me to be the same person S whose name are 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 11th day of October 19 76  
Patricia A. Ralphson  
Notary Public

**Beverly Bank** Box 90  
1357 WEST 103RD STREET CHICAGO, ILLINOIS 60643  
10044 S. Union Ave. Chicago, Illinois

Grantee's Address: 1357 W. 103rd St. Box 90  
This instrument was prepared by Patricia Ralphson, Beverly Bank

## END OF RECORDED DOCUMENT

Section  
Exempt under 17.5 of the  
Transfer Tax Act  
Date 10-29-76  
Lynne R. Miller  
Buyer/Broker or Recipient

NO TAXABLE CONVEYANCE  
This space for affixing Riders and Revenue Stamps

23691723