

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

*Sylvia R. Miller* 23 731 700  
1976 DEC 1 AM 9 22  
DEC-1-76 RECORDED FOR RECORD 23731700 A Rec 10.00

THIS INDENTURE WITNESSETH, That the Grantor, s  
**WILLIE MC CANN and LOIS B. MC CANN, 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  
law 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 8th day of November 19 76,  
and known as Trust Number 8-5596, the following described real estate in the County of Cook  
and State of Illinois, to-wit:

Lot 10 in Block 14 in Frederick H. Bartlett's Greater Calumet  
Subdivision of Chicago, being part of the South Half of Section 20,  
Township 37 North, Range 14, East of the Third Principal Meridian  
in Cook County, Illinois.

Exempt under provisions of Paragraph F, Section 200.1-2B6 of  
under provisions of Paragraph , Section 200.1-4B of the Chicago  
Transaction Tax Ordinance.

11-22-76 Date *Willie McCann* Buyer/Seller, or Representative

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 ways and to vacate any subdivision or part thereof, and to re-  
subdivide said real estate as often as desired, to contract with any person to purchase, to sell on any terms, to  
convey, either with or without consideration, to convey, to lease, to mortgage, to lease or otherwise dispose of in said  
trust and to grant to such successor or successors, to said real estate or any part thereof to a successor or successors  
in trust and to do all and singular the acts and things which may be necessary or proper to carry out the purposes of  
said real estate, or any part thereof, from time to time, in and for any period or periods of time, not exceeding in the case of any single demise the term of  
199 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, and on 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 easement 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 may be lawful for any person owning the same  
to deal with the same, whether similar to or different from the ways above set forth, 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, leased or mortgaged by said Trustee, or any  
successor in trust, be obliged to see to the application of any purchase money, or any money borrowed or advanced on  
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  
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 such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations con-  
tained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries  
thereunder, (c) that said Trustee, or any successor in trust, was duly appointed 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 success-  
or in trust, that such successor or successors in trust have been properly appointed and are fully qualified to hold the  
estate, rights, powers, authorities, duties and obligations of, his or her predecessor in trust.  
This conveyance is made upon the express understanding and condition that neither the grantor, individually or as  
Trustee, nor his successor or successors in trust shall incur any personal liability of any kind, judgment or under the  
or decree for anything if or they or their agents or attorneys may do or omit to do in or about the execution of 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 and all such liability being hereby expressly waived and released, and no beneficiary shall be  
liable therefor, in or about the execution of or under the provisions of this Deed or said real estate may be entered into by  
name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocable and limited for the  
purpose, or at the election of the Trustee, in its own name, as Trustee of an express trust, and no beneficiary (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, profits 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 an title  
or interest, legal or equitable, in or to the said real estate, as such, but only an interest in the earnings, profits 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 above real estate 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 condition,"  
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, 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 waive, and release, 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 WILLIE MC CANN hereunto set their hand and  
seal S this 8th day of November 19 76

Willie McCann [SEAL]  
Lois B. McCann [SEAL]

State of Illinois )  
County of Cook ) ss. I, the undersigned, \_\_\_\_\_ a Notary Public in and for said County,  
do hereby certify that  
**WILLIE MC CANN and LOIS B. MC CANN, his wife**

personally known to me to be the same person whose name s \_\_\_\_\_ are  
subscribed to the foregoing instrument, appeared before me this day in person and ack-  
nowledged 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 8th day of November 19 76.  
Peterson D. Ralphson  
Notary Public

Grantees add..... **Beverly Bank** BOX 90  
1357 WEST 103RD STREET CHICAGO, ILLINOIS 60643

11659 S. Throop, Chicago, IL.

This instrument prepared by Sylvia R. Miller, Beverly Bank, 1357 W. 103rd St., Chicago, IL 60643

## END OF RECORDED DOCUMENT