

WARRANTY DEED IN TRUST

DEC 16 1976 23 749 349

DEC-16-76 23749349

10.00

THIS INDENTURE WITNESSETH, That the Grantor, SYLVESTER FLOOD and MARGARET R. FLOOD, 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 River Oaks Bank and Trust Company, an Illinois Banking Corporation, whose address is 93 River Oaks Center, Calumet City, Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 20th day of November, 1976, and known as Trust Number 1165, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 23 and 24 in Block 6 in Reed Brothers Subdivision of the West half of the West half of the Southeast quarter of Section 4, Township 37 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois,

THIS DEED EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REVENUE STAMP ACT, DEC -2 1976

Seller or Agent

SUBJECT TO general taxes for the year 1976 and subsequent years, and to conditions and restrictions of record.

10.00

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 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, 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, in possession or reversion, by leases to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 198 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 respectively in any 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 or charges of any kind, to release, to convey or assign any right, title or interest in or about or encumbrance 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 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 or privileged 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, 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 such conveyance or other instrument was created by said Trustee 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 or in all amendments thereto, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made by 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 Trustee or his or her predecessor in trust. This conveyance is made upon the express understanding and condition that neither River Oaks Bank and Trust Company, 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 it or they or 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 failure to perform or property hereunder in or about said real estate any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred by the Trustee in connection with said real estate may be entered into by the Trustee in its own name, or 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, or and who ever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each 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 therefrom as a result. 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 in such case made and provided. Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or transfer. 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 other, in

In Witness Whereof, the grantors aforesaid have hereunto set their hands in seals this and day of DECEMBER, 1976.

Sylvester Flood (SEAL) x Margaret R. Flood (SEAL) Margaret R. Flood (SEAL)

State of Illinois } ss. I, Edward V. Theis, a Notary Public in and for said County, County of Cook } in the state aforesaid, do hereby certify that SYLVESTER FLOOD and MARGARET R. FLOOD, his wife,

This instrument was drafted by E. V. Theis 5615 W. 95th St. Oak Lawn, Ill. 60453. 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 waiver of the right of homestead. Given under my hand and notarial seal this day of DECEMBER, 1976.

Notary Commission Expires: My Commission Expires May 4, 1978

RIVER OAKS BANK AND TRUST COMPANY 93 RIVER OAKS CENTER CALUMET CITY, ILL. 60407 OR BOX 175 (COOK COUNTY ONLY) Northwest corner 94th St. & Tullio Ave. For information only insert property address.

96967 5-H Co.

This space for affixing Riders and Revenue Stamps

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COOK COUNTY ILLINOIS