

23 762 903

DEED IN TRUST

This Indenture Witnesseth, That the Grantor JAMES W. SMITH AND ANNIE M. SMITH,

HIS WIFE of the County of COOK and State of ILLINOIS for and in consideration of

TEN AND NO/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto the GUARANTY BANK & TRUST COMPANY, a banking corporation organized and existing and authorized to accept and execute trusts under the laws of the State of Illinois, under the provisions of a Trust Agreement dated the 10th day of DECEMBER 19 76, known as Trust Number 20258, the following described real estate in the County of COOK and State of Illinois, to-wit:

THE WEST FIFTY FEET OF THE EAST 224 FEET OF THE NORTH 125 FEET OF BLOCK 11 IN STONY ISLAND HEIGHTS SUBDIVISION IN THE SOUTH WEST QUARTER OF SECTION 1, TOWNSHIP THIRTY SEVEN NORTH, RANGE FOURTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

This instrument prepared by Guaranty Bank and Trust Company

By [Signature] Vice President

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the use 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 subdivide said property 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 premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, 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 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 to specify the manner of fixing the amount of present or future rentals, to partition or exchange said property, 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 claim or easement appurtenant to said premises or any part thereof, and to deal with said property 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 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 to the application of any purchase money, rent or money borrowed or advanced on said premises, or 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 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 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, (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 contained in this Indenture and in said Trust Agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said Trustee 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 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 its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and all persons claiming under them or any of them shall be only in the earnings, profits and proceeds arising from the sale or 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, profits and proceeds thereof as aforesaid.

If the title to any of the above lands 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.

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 for sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set hand and

seal this 10th day of DECEMBER 19 76

[Signatures of James W. Smith and Annie M. Smith with seals]

Vertical stamp: 23 762 903

UNOFFICIAL COPY

1976 DEC 29 PM 4:19

STATE OF ILLINOIS
COUNTY OF COOK

SS DEC 29 1976 3 05 00 PM 1976 EMILY T. SAWICKI Notary Public Fee 10.00

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
JAMES W. SMITH AND ANNIE M. SMITH, HIS WIFE

personally known to me to be the same person whose name 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
10th day of DECEMBER A. D. 19 76

Emily T. Sawicki
Notary Public

My Commission Expires March 10, 1977



10⁰⁰

Exempt under provisions of Paragraph 5, Section 4,
Real Estate Transfer Tax Act.

12-29-76
Date

Robert J. Sawicki
Buyer, Seller and Representative

23762903

BOX: 472

DEED IN TRUST

TO

GUARANTY BANK & TRUST COMPANY CS
TRUSTEE UNDER TRUST AGREEMENT
NUMBER _____

PROPERTY ADDRESS

GUARANTY BANK & TRUST COMPANY
Stony Island Avenue at 68th Street
CHICAGO 60649
Butterfield 8-2400

P-844 UNIV. PFG. CO. CH. 37

END OF RECORDED DOCUMENT