

# UNOFFICIAL COPY

23 768 936

## WARRANTY-DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Donald J. Lehman and Antoinette Lehman, 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 and to said, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto FORD CITY 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 21st day of December 19 76, and known as Trust Number 1557, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 16 and 17 in Block 16 in Grossdale, a subdivision in the Southeast Quarter of Section 34, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY

J. M. WARDEN  
7601 S. Cicero  
Chicago, IL

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 other public uses, to create 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 considerations, to lease or to sublease, to execute any deed, mortgage, lease, or other instrument in 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 or sell real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, 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 lease 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 hereof 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 reserving the manner of being, the amount of present or future rentals, to partition or exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind or to lease, 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 times hereafter. In no case shall any party dealing with said Trustee, or any successor in trust, be liable on 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 other proceeds or proceeds 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 validity 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, or be liable in favor of any person (including the Registrar of Titles of Title 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 a 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 thereof, if any, and binding upon the 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, 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 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 covenants that neither Trustee, nor any successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if or they or their 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 thereof, or for injury to person or property hereunder, or for or about said real estate and all such 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 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 as 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 therefrom as aforesaid, the interest hereof being in vest in said real estate, legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to 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, 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, aforesaid has hereunto set his hand and seal this 21st day of December 19 76

Donald J. Lehman Antoinette Lehman  
*Donald J. Lehman* *Antoinette Lehman*

State of Illinois }  
County of Cook } ss. I, Stella Kruder a Notary Public in and for said County,

in the state aforesaid, do hereby certify that  
Donald J. Lehman and Antoinette Lehman, his wife,  
personally known to me to be the same persons whose name is 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 22nd day of December 19 76.  
Stella Kruder  
Notary Public

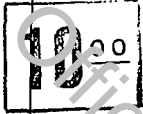
A 78216

12-24-76  
Date

Donald J. Lehman  
Payer, Seller or Representative  
Wardens

Exempt under the terms of Paragraph 6, Section 4,  
Real Estate Tax Act of 1975

NO TAXABLE CONSIDERATION



Document Number

23 768 936

Ford City Bank  
7601 South Cicero Avenue  
Chicago, Illinois 60652

3643 Forest Av.  
Brook field, Illinois  
For information only insert street address of above described property.

# UNOFFICIAL COPY

STATE OF ILLINOIS  
CLERK OF RECORD  
JAN 5 10 04 AM '77

*Elaine K. Wilson*  
RECORDER OF DEEDS  
\*23768936

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT