UNOFFICIAL COPY

WARRANTY DEED IN TRUST

1977 FEB 25 AM 9 43 23 831 226

THIS INDENTURE WITNESSETH, That the Grantor, s
WILLIAM BRYANT and MELVINA BRYANT, 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 14th day of February, 19 77, and known as Trust Number 8-5677, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot Fourteen (14) in Block Twelve (12) in E. P. Maynard's 77th Street Addition to West Auburn, a Subdivision of Blocks Eleven (11) and Twelve (12) in the Subdivision of the South East Quarter of Section Twenty Nine (29), Township Thirty Eight (38) North, Range Fourteen (14), East of the Third Principal Meridian, (except the North Ninety Nine (99) feet thereof) in Cook County, Illinois.

Sylvia R. Miller

SUBJECT TO ... Sylvia R. Miller

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 alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, grant options to purchase, 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 praesenti 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 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 respecting the manner of fixing 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, 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 would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways herein specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee 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 inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into 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 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 made in accordance with the terms, conditions and limitations contained in this indenture and in said Trust Agreement or in some amendment thereof or supplement thereto, 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.

This conveyance is made upon the express understanding and condition that neither Beverly Bank 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 may do or omit to do in connection with said real estate under the provisions of this instrument or of said Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, any such liability being expressly waived and released. In the event of conflict between the terms of this instrument and the Trust Agreement as to the duties, liabilities or obligations of the Trustee in its capacity as such Trustee, the Trust Agreement in this respect shall control.

Beverly Bank makes no representations as to the condition of the said premises. Purchasers have satisfied themselves as to the condition of said premises and are assuming all risk as to the condition thereof. Beverly Bank shall not be required to take any action with respect to the repair of said premises or to the payment of any taxes or assessments or to the insurance thereof. All persons and all corporations are hereby notified that the beneficiaries of this Trust Agreement have no authority to contract for the furnishing of any labor or materials to the said premises so as to subject the title of the said Trustee to any lien, charge or claim for any such labor or materials. Any contract made with the said Trustee or its successors in trust shall be deemed to be a contract made with the beneficiaries of this trust, and any lien, charge or claim against the said premises shall be deemed to be a lien, charge or claim against the beneficiaries of this trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only a right to earnings, avails and proceeds as aforesaid, the interest of each such beneficiary being 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 the interest of such beneficiaries shall be deemed to be real estate and shall be conveyed and assigned by assignment in writing only, and the interest of the grantor or any beneficiary hereunder shall be deemed to be personal property and may be assigned and transferred as such. The terms of any such assignment or transfer may be made a matter of public record at the option of any such assignee or transferee, but the same shall not be binding upon said Trustee until a duplicate thereof, or a memorandum thereof, shall be filed with it, and the said Trustee may rely upon the last such assignment on file with it as aforesaid, and upon the date of the filing for record of any such assignment the last preceding assignment shall be deemed revoked.

If the title to any of the said premises 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 words of similar import, pursuant to the statute in such case made and provided, and said Trustee shall not be required to produce the said duplicate certificate in any case of any transfer, charge or other dealing with the said real estate, but shall be sufficient to cite in any such certificate the book and page of the trust.

And the said grantor s 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 s aforesaid have hereunto set their hand s and seal s this 14th day of February, 19 77.

William Bryant [SEAL]
William Bryant

Melvina Bryant [SEAL]
Melvina Bryant

State of Illinois
County of Cook } ss.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that
WILLIAM BRYANT and MELVINA BRYANT

personally known to me to be the same persons whose name s 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 14th day of February, 19 77.

Patricia A. Ratchson
Notary Public

PATRICIA A. RATCHSON
COOK COUNTY

This space for affixing Riders and Revenue Stamps

Document Number 23831226

Property of Cook County Clerk's Office

Grantees add..... Beverly Bank 1357 WEST 103RD STREET CHICAGO, ILLINOIS 60643 BOX 90 | 7640 Morgan, Chicago, Il.

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

END OF RECORDED DOCUMENT