

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

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FORM 355 - 1-77

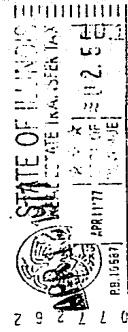
THIS INSTRUMENT WITNESSETH, That the Grantor, GEORGE DOUGHERTY AND LINDA R. DOUGHERTY, HIS WIFE,

of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty to MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 27th day of January, 1977, and known as Trust Number 77-01-1957, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 14 thru 36, both inclusive, and Lot 37 (except the North 25 feet thereof) in Block 2, all in H.O. Stone and Company's Town Addition to Bartlett, being a subdivision in the Southwest Quarter of Section 35 and the Southeast Quarter of Section 34, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded July 23, 1929 as Document Number 10435526 in the Village of Bartlett, in Cook County, Illinois (excepting therefrom Lots 11 and 12 of Unit 1 in Bartlett Manor Subdivision, being a Resubdivision in the Northeast Quarter of the Southwest Quarter of Section 35, Township 41 North, Range 9 East of the Third Principal Meridian in the Village of Bartlett in Cook County, Illinois); and also Lots 6, 7, 10 and 12 in Unit 1 in Bartlett Manor Subdivision being a Resubdivision in the Northeast Quarter of the Southwest Quarter of Section 35, Township 41 North, Range 9 East of the Third Principal Meridian in the Village of Bartlett, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium ownership recorded as Document 22449519 on August 22, 1973, together with the undivided percentage interest in the common element. (Excepting from said parcel all the property and space comprising all the units as defined and set forth in said Declaration and survey).

SUBJECT TO: Mortgage dated May 23, 1974, and recorded June 6, 1974, as Document Number 22740949 and made by Richard D. Cudzillo and Shirley J. Cudzillo, his wife, to Mortgage Investment Services, Inc. in the amount of \$23,600.00.

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THE PARCEL OF REAL ESTATE COVERED BY THIS DEED IS LEGALLY DESCRIBED ON A RIDER ATTACHED HERETO AND SPECIFICALLY MADE A PART HEREOF

THIS DEED PREPARED BY: A N P FORESTER, HEIDELBERGER, LEIBSKER & GALLAGHER 29 SOUTH LA SALLE, CHICAGO, IL. 60603 SUBJECT TO COVENANTS, EASEMENTS, RESTRICTIONS OF RECORD AND TAXES FOR THE YEAR 1976 AND SUBSEQUENT YEARS.

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 and to execute any deed or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell or otherwise dispose of, 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, for other real or personal property, to grant easements or covenants of any kind, 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 amount 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 release, convey or assign any right, title or interest in or about or encumbered 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 and sundry dealings 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 held liable 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 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (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 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 The Midwest Bank nor Trust Company, Individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to a claim judgment or decree for anything it or they or its 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 thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or caused to be by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement and 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 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 making hereof and 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 thereof as aforesaid, the intention hereof being to vest in said The Midwest Bank and Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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, 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 homestead, from sale on execution or otherwise.

In Witness Whereof, the grantor s aforesaid have hereunto set their hands and seal s this 19 day of MARCH 1977. (SEAL) [Signature] (LINDA R. DOUGHERTY) (SEAL) [Signature] (LINDA R. DOUGHERTY) (SEAL)

ELLIOT HEIDELBERGER, Notary Public in and for said County, in the County of COOK ss. the state aforesaid, do hereby certify that GEORGE DOUGHERTY AND LINDA R. DOUGHERTY, HIS WIFE,



personally known to me to be the same person s 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 seal this 19 day of MARCH, 1977. Notary Public

TAX BILLS TO: Midwest Bank and Trust Company 1606 NORTH HARLEM AVE, Elmwood Park, Illinois 145C ANN COURT, BARTLETT, ILLINOIS 60103 For information only insert street address of above described property.