

UNOFFICIAL COPY

WARRANTY-DEED IN TRUST

APR 19 1977 23 892 825

REGISTERED OFFICE  
COOK COUNTY, ILL.

APR-19-77

10.15

THIS INDENTURE WITNESSETH, That the Grantor,  
Richard J. Mason and Elinor A. Mason, 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 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 15th day of March 19 77, and known as Trust Number 1629, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 9 (except the North 104 feet) and the North 16 feet of Lot 8 in Block 30 in F.H. Hartlett's City of Chicago Subdivision of Lots 2 and 3 in Assessor's Subdivision of Section 34, Township 38 North, Range 13 East of the Third Principal Meridian (except that part of the East 129 feet of the West half of the South West quarter of said Section 34 as lies in said Lot 3 and except Railroad) in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY

Thomas J. Rebb  
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 remove, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to create 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 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 the same 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 listing the amount of present or future rentals, to purchase 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 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 obliged to see to the application of any purchase money, rent or money so paid 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 the obligor or privy thereto, in any of the premises of this 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, (c) 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, (d) that such conveyance of other instrument was executed in accordance with the trusts, covenants and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficial interests therein, (e) that said Trustee, or any successor in trust, was duly authorized and authorized to execute and deliver every such deed, lease, mortgage or other instrument and (f) 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 the trust or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither individual nor as Trustee, nor its successor or assignee, in any of the premises hereinbefore set forth, shall be liable for any claim, demand 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 any part thereof, or the provisions of said Trust Agreement or any amendment thereof, or for any injury to person or property hereon, or for or about said real estate any and all such liability being hereby expressly waived and released. Any contract, obligation or liability incurred or entered into by the Trustee in connection with the said real estate and entered into by the name of the then beneficiaries under said Trust Agreement as their attorneys-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 whatsoever 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, interest, legal or equitable, in or about 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 Trustee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title in 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, any 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 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 from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hand and seal this 15th day of March 19 77  
Richard J. Mason [SEAL] Elinor A. Mason [SEAL]  
Richard J. Mason [SEAL] Elinor A. Mason [SEAL]

State of Illinois ss. I, Stella Kruder a Notary Public in and for said County, County of Cook do hereby certify that Richard J. Mason and Elinor A. Mason, his wife, personally known to me to be the same person whose name is 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 18th day of March 19 77.  
Stella Kruder  
Notary Public

UNIT F 10-26-01

3/18/77  
Date  
Richard J. Mason  
Buyer, Seller or Releasee (Check one) and sign in full for each party.

100 MAIL

Document Number 23892825

MAIL TO Ford City Bank 7601 South Cicero Avenue Chicago, Illinois 60652

8523 S. Kilpatrick Avenue Chicago, Illinois 60652

For information only insert street address of above described property.

END OF RECORDED DOCUMENT