

Property of Cook

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WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor **Ronald W. Keller and Jacqueline C. Keller** his wife of the County of **Cook** and State of **Illinois** for and in consideration of **Ten Dollars and no/100** Dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto the **COMMUNITY BANK** of **HOMEWOOD-FLOSSMOOR**, a corporation of Illinois, whose address is **18600 South Dixie Highway, Homewood, Illinois 60430**, as Trustee under the provisions of a trust agreement dated the **23rd** day of **May** 19 **77**, known as Trust Number **77161**, the following described real estate in the County of **Cook** and State of Illinois, to-wit:

That part of the South West quarter of Section 5, Township 35 North, Range 14 East of the Third Principal Meridian beginning at a point 1007.49 feet East of the West line of said Section 5 in a line 351.47 feet North of and parallel to the South line of said Section 5; thence East along said line 351.47 feet North of and parallel to the South line of said Section 5 to a point in the original Westerly line of Riegel road; thence Southerly along said original Westerly line of Riegel Road to a point of intersection with a line 201.47 feet North of and parallel to the South line of said Section 5 thence West along said line 201.47 feet North of and parallel to the South line of said Section 5 to a point 1007.49 feet East of the West line of said Section 5; thence North along a line 1007.49 feet East of and parallel to the West line of said Section 5, 150 feet to the point of beginning in Cook County, Illinois.

23 956 583

# UNOFFICIAL COPY

Property of

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to make any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell in 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 of the title, estate, powers and authorities vested in said trustee, to donate, to mortgage, to lease, to purchase 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 future, and upon any terms and for any period or periods of time, not exceeding in the case of any land 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 thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to purchase the whole or any part of the reversion and to contract 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 to 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 about or appurtenant to said premises or any part thereof, and to do 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 do 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 that the terms of this instrument 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, so 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, and 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 hereunder, or that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and that 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 it, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 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, in such, but only an interest in the earnings, avails 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 homestead, from sale on execution or otherwise.

In Witness Whereof, the grantor, we aforesaid, have hereunto set their hands and seals this 23rd day of May 1977.

Ronald W. Keller (Seal) \_\_\_\_\_ (Seal)  
Jacqueline C. Keller (Seal) \_\_\_\_\_ (Seal)

This instrument prepared by Hazel M. Young, 18600 Dixie Highway, Homewood, Ill.

State of Illinois ss. I, Delores E. Moss a Notary Public in and for said County, County of Cook, do hereby certify that Ronald W. Keller and Jacqueline C. Keller, his wife

personally known to me to be the same persons 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 23rd day of May 1977.

Delores E. Moss  
Notary Public

After recording return to:  
COMMUNITY BANK of HOMEWOOD-FLOSSMOOR  
18600 S. Dixie Highway, Homewood, IL 60430  
799-2800

19040 Riegel Road  
Homewood, Ill., 60430  
For information only insert street address of above described property.

This space for affixing Return and Revenue Stamps  
Exempt under provisions of Paragraph 5, Section 4, Real Estate Transfer Tax Act.  
6-6-77 Date  
[Signature] Buyer, Seller or Representative

23956580

10.00

END OF RECORDED DOCUMENT