

UNOFFICIAL COPY

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WARRANTY DEED IN TRUST

23 083 720

Shelby R. Olsen
Notary Public

55-101

The above space for recorder's use #23083720

THIS INDENTURE WITNESSETH, That the Grantor, MILTON GOLDMAN and LORRAINE GOLDMAN, his wife; and IRVIN WISE and DYNA WISE, his wife of the County of Cook and State of Illinois for and in consideration of the sum of \$10.00 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 1st day of April 19 75, and known as Trust Number 8-4977, the following described real estate in the County of Cook and State of Illinois, to-wit:

The South 22 feet of Lot 7 (except the north 9 feet 6 inches of the last 28 feet thereof) in block 4 in Egandale, being a subdivision of the East 118 acres of the south west 1/4 of section 11, township 38 North, Range 14 east of the third principal meridian, in Cook County, Illinois.

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SUBJECT TO

TO HAVE AND TO HOLD the above real estate with the appurtenances, upon the trusts, and for the uses and purposes hereof, 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 park, ways, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said real estate as often as may be necessary to contract to sell, to grant options to purchase, to sell on any terms to convey either with or without consideration, to convey and encumber 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, to lease, to purchase, to sell, to convey, to lease, to assign, to release, 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, 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 leasing the amount of ground, or of future lots to partition 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 release, convey or assign any right, title or interest in, or about or connected with, any real estate or any part hereof, 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, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, or 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 to the fulfillment of any contract made with, or be obliged to inquire into any of the terms or conditions, or the efficiency of any act of said Trustee, or of any successor in trust, in relation to said real estate, or any part thereof, 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 against any person (including the grantor 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 and in all amendments thereto; and (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 he can prove to the satisfaction of a court of competent jurisdiction, 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 grantor or that he or she or they are in trust, individually or as Trustees, or as successors in trust shall incur any personal liability or be subject 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 thereto, or for the payment of any person or property belonging in or about said real estate any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or contracted into by the Trustee in connection with said real estate may be entered into by him in the name of the three beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the direction of the Trustee, in his own name, as Trustee of an express trust, individually and jointly, 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 to 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, rents 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 of interest, legal or equitable, in or to said real estate, or any part hereof, and no such interest shall be subject to attachment or execution, or to any other legal or equitable proceedings, in and to all of the real estate above described.

If the title to any of the above real estate is now or heretofore registered, the Registrars Title is hereby directed 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, any extracts therefrom, as long as the title may transfer, change 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 of 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 herunto set their hands and seals this 28th day of March 19 75.
Shelby R. Olsen [SEAL] Milton Goldman [SEAL]
Irvin Wise [SEAL] Lorraine Goldman [SEAL]
Dyna Wise [SEAL] Lorraine Goldman [SEAL]

State of Illinois)
County of Cook) ss. I, HARRY S. MILLER, a Notary Public in and for said County,
MILTON GOLDMAN, LORRAINE GOLDMAN, IRVIN WISE, and DYNA WISE
personally known to me to be the same person S whose name S 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 notary seal this 28th day of March 19 75.
Harry S. Miller
Notary Public



Beverly Bank
Box No. 90
5117 South Ingleside Ave., Chicago
This instrument prepared by: HARRY S. MILLER, 105 West Adams St.
Address of Grantee: 1357 West 103rd St., Chicago, Illinois

LATER DATED

INTERDICT

63-69-307 LB

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CITY OF CHICAGO
REAL ESTATE TRANSFER TAX
100.01
23 083 720

END OF RECORDED DOCUMENT