

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

1975 JUL 14 PM 12 45 23 148 374
JUL-14-75 20255 23148374 A --- Rec

5.00

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Gus Makris and Thomas Makris 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 S and Warrant S unto ALSIP 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 10th day of February 19 75, and known as Trust Number 1-0238, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 13 in Block 8, in Westhaven Homes Resubdivision, being a Resubdivision of Westhaven Homes Unit No. 1 and Westhaven Homes Unit No. 2, in the North Half of Section 27, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate Taxes for the years 1974 and subsequent years covenants, restrictions and easements of record.

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 given to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof to dedicate, lease, sell, convey, mortgage, or otherwise encumber said real estate, and to receive any proceeds or moneys therefrom, and to execute any subdivision or part thereof, and to receive any proceeds or moneys therefrom, and to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to lease, to mortgage, to otherwise 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 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 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 (if leases and the terms and provisions hereof 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 filing the amount of present or future taxes, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or rights of any kind, to release, 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 estate actions 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, contract, 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, part 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 validity, 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 terms, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, and is binding upon all beneficiaries hereunder, (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 of a deed 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, his or her predecessor in trust. This conveyance made upon the express understanding and condition that said Trustee, individually or as Trustee, nor his successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything in or by or for the agent or attorney's may do or omit to do in or about the said real estate or under the provisions of this Deed or any of the amendments thereof, or for injury to or or property belonging to or about said real estate and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or contracted by the Trustee in connection with the real estate interest hereby conveyed shall be the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in his own name, as Trustee of an express trust and not as a trustee (and the Trustee shall have no obligation to sever with respect to any such contract, obligation or indebtedness) accept 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 deed 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 or interest, legal or equitable, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds therefrom as aforesaid, the interest hereby being to vest in said Alsip Bank, the entire legal and equitable title to be simply, 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 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 extract 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 grantor S aforesaid have hereunto set their hand and seal S this 3rd day of July 1975.
Gus Makris [SEAL] [SEAL]
Thomas Makris [SEAL] [SEAL]

State of Illinois)
County of Cook) ss. Donna A. Cobb a Notary Public in and for said County,
In the state aforesaid, do hereby certify that Gus Makris
and Thomas Makris
(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 the same, 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 3rd day of July 19 75.
Donna A. Cobb Notary Public
My Commission Expires October 24, 1978

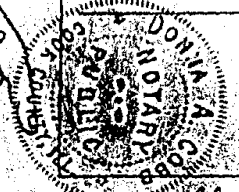
Alsip Bank
11900 SO. CRAWFORD CHICAGO, ILLINOIS 60658
389-9400

This Deed prepared by
Orval A. Larson, Attorney
3851 W. 95th St., Evergreen Park, Ill.

500 MAIL

This space for affixing Stamps and Revenue Stamp
Exempt under Section 4 E
of Revenue Stamp Act.
July 3, 1975
Robert A. Larson

23148374



END OF RECORDED DOCUMENT