

UNOFFICIAL COPY

JUL 29 63-97-307 C
27-27-207-047

WARRANTY DEED IN TRUST

NO ABSTRACT

23 168 072

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 Dollars 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 14 day of Feb, 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 47 in Block 8 in Westhaven Homes Subdivision, Being a Resubdivision of Westhaven Homes Unit 1 and Westhaven Homes Unit 2 in the North 1/2 of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Not Homestead Property

500

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 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 vacate any subdivisions, 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 estate or without estate, to execute any deed, to execute any mortgage, to execute any lease, to execute any 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 subdivide, to convey, to execute any deed, to execute any mortgage, to execute any lease, and upon any terms and for any period or periods of time, not exceeding in the case of any single deed 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 renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rent, 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 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 person acting in trust, in relation 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 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 required 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 conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and (c) that upon all beneficiaries hereunder, (d) that said Trustee, or any successor in trust, was duly authorized and duly qualified to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (e) that the conveyance or other instrument is a conveyance or other instrument, in trust, that such successor of successors in trust have been properly appointed and are all vested with all the title, estate, rights, powers, authorities, duties and obligations of the life or their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither Gus Makris, 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 about this deed or any other deed or instrument, or for injury to person or property happening in or about said real estate or any part thereof, or for any liability being lawfully assessed and collected, and no contribution or indemnities incurred or entered into by the Trustee in connection with said real estate may be enforced in any action or suit of the beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably authorized for such purposes, or at the direction of the Trustee, in its own name, as Trustee of an express trust and not in its own name, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indemnity, except as set forth in the trust instrument in the actual possession of the Trustee or as shall be agreed to by the Trustee and the beneficiaries. 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, 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 oil or interest, legal or equitable, in or in 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 Alsip Bank the entire legal and equitable title in fee simple, in and to all of the real estate above described.

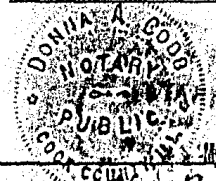
If the title to any of the above real estate is now or hereafter registered, The Registrar of Titles is hereby directed to register or cause to be registered a certificate of title or duplicate thereof, of the words "in trust," or "upon condition," or "with limitations," or words of similar import, in 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 real estate is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly makes 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, 19 75

Gus Makris [SEAL] [SEAL]
Thomas Makris [SEAL] [SEAL]

State of Ill., Donna A. Cobb, a Notary Public in and for said County, County of Cook, do hereby certify that Gus Makris and Thomas Makris



personally known to me to be the same person 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 notarial seal this 3rd day of July, 19 75.

Donna A. Cobb
Notary Public
This Deed prepared by
Orval A. Larson, Attorney
3851 W. 95th St.
Evergreen Park, Ill. 60642

11900 SO. CRAWFORD CHICAGO, ILLINOIS 60668
389-9400

This space for affixing stickers and Revenue Stamps
Exempt under provisions of Paragraph 4E, Section 4,
Real Estate Transfer Tax Act.
7/23/75
Orval A. Larson
Buyer, Seller or Representative

23 168 072

BOX 533

UNOFFICIAL COPY

COOK COUNTY
FILED FOR

JUL 29 2 35 PM '75

RECORDS & CLERK
DEPT. OF CLERK & RECORDS

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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT