

UNOFFICIAL COPY

27-27-207-040

Orval A. Larson

WARRANTY DEED IN TRUST

NO ABSTRACT. 23 168 073

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 Sand Warrant S. unto ALSIP BANK, a banking corporation duly organized and existing under the law 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 40 in Block 8 in Westhaven Homes Subdivision, Being a Resubdivision of Westhaven Homes Unit 1 and Westhaven Homes Unit 2 in the North $\frac{1}{2}$ 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 subdivision or part thereof, and to re-subdivide said real estate as often as desired, to contract to lease, to grant options to purchase, to sell or any other means to convey any part with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust, and 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 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 rentals, to partition or to change 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 easement 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 one 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, contracted 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 to be owed or advanced on said real estate, or be obliged in any way 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 privileged to inquire into, or 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 inescapable of this indenture and by said Trust Agreement, all taxes and effects, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations hereinafter set forth, and in said Trust Agreement and in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered in law, in fact and in equity, every such deed, trust deed, mortgage or other instrument and (d) if the conveyance is made to a trust, that the beneficiaries in fact that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, interests, powers, duties and obligations of the title or trust predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Alisp Bank, individually or as trustee, nor the successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything done or its agent or attorney may do or omit to do or about the said real estate or any part or portions of this deed or said Trust Agreement or any amendment thereto, or for injury to person or property hereinafter in or about said real estate and any such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by the name of the Trustee or the Trust Agreement, as the attorney-in-fact, herein as expressly provided, and the Trustee shall have an obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust is 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 or interest, legal or equitable, in or to 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 Alisp Bank the entire legal and equitable title in fee simple in and to 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 trusts 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 grantor S. aforesaid has hereunto set their hand Sand seal S this 3rd day of July, 19 75

Gus Makris [SEAL] Thomas Makris [SEAL]

State of Illinois ss. I, 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 S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they read, 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. My Commission Expires October 24, 1978



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

119050, CRAWFORD - CHICAGO, ILLINOIS 60642

Stamp Act. 23 168 073 5/12/75

23 168 073 23 168 073

JUL 29 63-97-307 C

UNOFFICIAL COPY

COOK COUNTY
FILED FOR

JUL 29 2 35 PM '75

RECORDED BY

*23168073

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT