

UNOFFICIAL COPY

Sidney K. Olson
WARRANTY DEED IN TRUST

5 OCT-26 11:23 AM '75 23 251 811

RECORDED IN DEPT. OF REVENUE
COOK COUNTY, ILL.

COI-11-75 The above space for recorder's use only

5.00

Exempt under provisions of Paragraph "E", Section 4, R.E. Transfer Tax Act
Date

THIS INDENTURE WITNESSETH, That the Grantor, Michael Garner and Jane E. Garner, his wife
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 and Warranty 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 3rd day of October 19 75, and known as Trust Number 8-5209 the following described real estate in the County of Cook and State of Illinois, to-wit:

The South three (3) feet of Lot 10 all of Lot 11 and Lot 12 (except the South 21 feet thereof) in Dodd's Subdivision of the West 1/2 of Block 14 in Hitts Subdivision of the South East 1/4 of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

500

SUBJECT TO

TO HAVE AND TO HOLD the above described real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement of First Part.
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 public streets, highways or alleys and to create any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, in full or in part, in fee, in trust, to demise, to dedicate, to mortgage, to lease or otherwise dispose of 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 possession on any date, and upon any terms and for any term, not exceeding in the case of any 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 the same and the terms and provisions hereof from time to time hereafter, to contract to lease 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 proceeds of future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant or consent to charges of any kind, to release or waive or assign any right, title or interest in or about or assessment 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 successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, or contracted for 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 for 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 authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into 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 holder of Title 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 or in all amendments thereto, if any, and 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, mortgage or other instrument and (d) that no advance in 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, power, authorities, duties and obligations of its, his or their office as Trustee.
This conveyance is made upon the express understanding and condition that neither Beverly Bank, individually or as Trustee, nor its executor or successors in trust shall incur any personal liability to be subjected to any claim, judgment or decree for anything if or they or its agent or attorneys may do or fail to do in or about the said real estate or under the provisions of this Deed of Trust Agreement or any amendments thereto, or for injury to any person or property happening in or about said real estate or under the said Trust Agreement or any amendments thereto. All claims or obligations of independence incurred or entered into by the Trustee in connection with said real estate may be enforced only by filing the same of the Trustee or its executor or successors in trust under the provisions of the Trust Agreement, and the Trustee, or at the election of the Trustee, in its own name, as Trustee of an express trust, not individually and the Trustee shall not be liable in connection with the actual possession of the Trustee shall be applicable to any claim or proceeds thereunder. 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 of Trust Agreement.
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 any other disposition of said real estate, and such interest in hereby declared to be personal property, and not real estate, and shall have no title or interest, legal or equitable, in or to said real estate, so long as any interest in the earnings, rents and proceeds thereunder as hereinafter provided herein being, to wit: in said Beverly Bank the entire legal and equitable title in fee simple, to wit: to all of the real estate above described.
If the title in any of the above real estate is now or hereafter registered, the Register of Title is hereby authorized to register or note in the certificate of title or duplicate thereof or covering the same the trust or trusts herein set forth, or "with limitations," or words of similar import, in accordance with the statute in such case made and promulgated, and said Trustee shall not be required to produce the Trust Agreement or a copy thereof, or any parts thereof, as long as the Trustee transfers, charge or otherwise dealing involving the registered lands in accordance with the true intent and meaning of this trust.
And the said grantor hereby expressly waives and releases, and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the assumption of beneficiaries from sale an occupation or otherwise.

In Witness Whereof, the grantor, Michael Garner and Jane E. Garner hereunto set their hands and seals, this 3rd day of October 1975.
[SEAL] Michael Garner [SEAL]
[SEAL] Jane E. Garner [SEAL]

State of Illinois)
County of Cook) ss. I, the undersigned a Notary Public in and for said County, do hereby certify that Michael Garner and Jane E. Garner



personally known to me to be the same persons whose name is 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 seal this 3rd day of October 19 75.
Harold Kocin
Notary Public

Beverly Bank
10226 S. Carpenter St., Chicago, Ill.
BOX 90

10226 S. Carpenter St., Chicago, Ill.

This instrument prepared by Patricia A. Ralphson, Beverly Bank, 1357 W. 103rd St., Chicago, Ill.

BEVERLY BANK
NOT INDIVIDUALLY BUT AS TRUSTEE
UNDER TRUST NO. 8-5209

NO TAXABLE CONSIDERATION

This space for Affiliated Riders and Revenue Stamps

23251S11

END OF RECORDED DOCUMENT