

UNOFFICIAL COPY

DEED IN TRUST (WARRANTY)

23 284 644

64-01-930

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(The Above Space For Recorder's Use Only)

23284644

THIS INDENTURE WITNESSETH, that the Grantor S. JAMES F. CARTER and MARY ANN CARTER, his wife

of the County of Cook and State of Illinois for and in consideration of the sum of TEN & 00/100 Dollars, (\$ 10.00)

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and Warrant unto Garfield Ridge Trust & Savings Bank, an Illinois bank, its corporation of Chicago, 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 2nd day of October, 1975, and known as Trust Number 75-10-2, the following described real estate in the County of COOK and State of Illinois, to-wit: Lot 4 in Block 4 in Glenview Park Manor, a Subdivision in the South East 1/4 of Section 12, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: Real estate taxes for 1975 and subsequent years, easements, covenants and restrictions 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 with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate, park, streets, highways or alleys and to vacate any subdivision or street, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell or any term, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors an interest in said real estate or any part thereof to a successor or successors, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend 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 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 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, 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 interest received or advanced on the trust property, or be obliged to see that the terms of the 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 any of the acts of said Trustee, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said trust property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof was executed in accordance with the trusts, conditions and conditions contained herein and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries thereof, and (b) 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 (c) if the conveyance is made in a 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantee, neither individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to a claim, judgment or decree for anything it or they or its 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 injury to person or property happening in or about said real estate, nor shall 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 enforced into by it in the name of the Trustee or any successor in trust, or be charged or entered into by the Trustee in fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in or about the name, as Trustee of an express trust except only so far as the trust property and funds in the actual possession of the Trustee or if applicable for the payment and discharge thereof. All personal and corporate taxes whatsoever and whatsoever shall be charged with effect 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, credits and proceeds arising from the sale or any other disposition of the trust property, 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 out of the Trustee the entire trust and equitable title in fee simple, and so all of the trust property shall be held as either.

If the title to any of the trust property is now or hereafter registered, the Register of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, in memorial, the words "in trust" or "upon condition" or "with a trust" or words of similar import in accordance with the statute in such case made and provided.

And the said Grantor S. 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 exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor S. affixed his VE hereto on the 2nd day of October, 1975 at Chicago, Illinois.

James F. Carter (Seal)

Mary Ann Carter (Seal)

STATE OF ILLINOIS

COUNTY OF COOK

Notary Public in and for said County, in the State of Illinois, do hereby certify that JAMES F. CARTER and MARY ANN CARTER, his wife personally appeared before me and acknowledged that it is their free and voluntary act and deed to execute the foregoing instrument, appearing before me, and that they are duly married and that the contents of the same are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of October, 1975 at Chicago, Illinois.

Notary Public

Document Prepared by

This instrument prepared by William H. ...

Garfield Ridge Trust & Savings Bank

222 West Cermak Road, No. Riverside, Ill. 60646

64-01-930

09/12/429

STAMP "RIBBON" OR REVENUE STAMPS HERE

5.00

23 284 644 DOCUMENT NUMBER

BOX 974

END OF RECORDED DOCUMENT