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COOK COUNTY
FILED FOR RECORD

WARRANTY DEED IN TRUST

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Nov 14 12 53 PM '75

The above space for recorder's use only

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THIS INDENTURE WITNESSETH, That the Grantor, DALE JOSEPH REED AND MARLENA J. REED, HIS WIFE

of the County of COOK and State of ILLINOIS for and in consideration of the sum of TEN DOLLARS & OTHER GOOD & VALUABLE CONSIDERATIONS ($ 10.00), in hand paid, and other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant 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 11th day of December, 71 and known as Trust Number 8-3428 the following described real estate in the County of COOK and State of Illinois, to-wit:

Lot 5 in Block 5 in Medema's ElVista South, being a Subdivision of the South 1/2 of the West 1/2 of the South West 1/4 of Section 9, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

THIS INSTRUMENT WAS PREPARED BY: John J. Bresingham
5950 W. 159th Street
Oak Forest, Illinois

SUBJECT TO

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 resubdivide 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 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 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 presenti or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 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 exchange 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 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 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 authority, necessity or expediency of any act of said Trustee, or be 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 trusts, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is 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, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Beverly Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they may or might do or omit to do in or about 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 any and all such liability being waived by the beneficiaries under said Trust Agreement and by every person now or hereafter claiming any right or security hereunder, and that so much of the net earnings of said real estate as may be necessary to meet the payments of interest and principal on any indebtedness incurred or contracted for by the Trustee in connection with said real estate, or to pay taxes and assessments levied upon said real estate, or to pay the premiums on policies of fire and other casualty insurance on said real estate, or to pay the cost of all repairs, renewals and improvements on said real estate, or to pay the salaries of agents or attorneys, shall be paid to the said beneficiaries from time to time, and that the balance of such net earnings shall be paid to the said beneficiaries from time to time as the same may be ascertained to be payable, and that said Trustee will sell and convey the said premises or any part thereof, or any interest therein, whenever so directed in writing by said beneficiaries, and that said Trustee will execute and deliver such deed or deeds as may be necessary to effectuate such sale or sales, and that said beneficiaries will hold said Trustee harmless from any and all liability, loss or damage which may be incurred by said Trustee by reason of the execution of such deed or deeds, and that said Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only as 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 whomsoever and whatsoever shall be charged with notice of this conveyance 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 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, but such interest is to be deemed to be personal property in the hands of such beneficiaries as aforesaid, the intention hereof being to vest in said Beverly Bank the entire legal and equitable 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 make 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 not shall the Trustee shall not be required to produce the said Agreement or any thereof, or any extracts therefrom, as evidence of any transfer, charge or other 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 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 VS hereunto set their hand and seal this 23 day of September, 19 75

DALE JOSEPH REED [SEAL] MARLENA J. REED [SEAL]

State of ILL. County of COOK } ss. I, JOHN J. BRESINGHAM, a Notary Public, in and for said County, in the state aforesaid, do hereby certify that DALE JOSEPH REED AND MARLENA J. REED, HIS WIFE

personally known to me to be the same persons whose name S ARE 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 6 day of November, 75.

John J. Bresingham
Notary Public

JOHN J. BRESINGHAM NOTARY PUBLIC COOK CO. ILL.

Beverly Bank
1347 WEST 95TH STREET

BOX 533

END OF RECORDED DOCUMENT

This space for affixing Riders and Revenue Stamps

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