

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

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RECORDS OF DEEDS
COOK COUNTY ILLINOIS

NOV 17 1975
NOV-17-75

23294816 A - Rec
In blank space for reference use only

BEVERLY BANK TRUSTEE UNDER
TRUST # 8-5244
1357 W. 103rd STREET
CHICAGO, ILL. 60643

THIS INDENTURE WITNESSETH, That the Grantor, THOMAS GRIFFITH, divorced
and not since remarried

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 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 5th day of November 19 75, and known as Trust Number 8-5244, the following described real estate in the County of COOK and State of Illinois, to-wit:

Lot 40 in Block 2 in Thomas Scanlan's Addition to Pullman being a Subdivision in Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

500

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes hereinafter 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 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 any such successor or successors in fee, to lease, to mortgage, to pledge, to otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in fee, or for a term of years, not exceeding the term of any single lease or in fee, and to renew or extend such leases at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew 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 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 any 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 in any way to see to 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 any of the terms of said Trust Agreement and every deed, lease, 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 claiming the same, and that 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 thereof, and that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, deed, mortgage or other instrument, and (c) 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 the grantor or 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 be held personally liable for any claim, judgment or decree for anything it or they or its 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 amendments thereof, or for injury to person or property happening in or about said real estate any and all such liability being hereby expressly assumed and accepted by the grantor, his heirs, assigns or representatives incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiary under said Trust Agreement as the said Trustee, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in its own name, as Trustee of an express trust without individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so 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 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 the earnings, rents and proceeds accruing from the use 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, rents and proceeds therefrom as aforesaid, the intention hereof being to vest in said Beverly Bank the entire legal and equitable title in fee simple, in and to all of the above real estate in now or hereafter registered, The Registrars' office to hereby directed not 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 statute in such cases to be so provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any evidence in proof thereof, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the 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 THOMAS GRIFFITH hereunto set his hand and seal, this 5th day of November 19 75.
[SEAL] Thomas Griffith [SEAL]
THOMAS GRIFFITH
[SEAL] [SEAL]

State of Illinois) ss. I, The Undersigned, a Notary Public in and for said County,
County of Cook) in the state aforesaid, do hereby certify that THOMAS GRIFFITH,
divorced and not since remarried
personally known to me to be the same person whose name is
subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his
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 official seal this 7th day of November 19 75.
Patricia A. Ralphson
Notary Public

Beverly Bank
11726 S. Yale Ave. Chgo. Ill. Lot 40
Grantor's Address: 1357 W. 103rd st. box 90
This instrument was prepared by Patricia Ralphson, Beverly Bank

Exempt under provisions of Paragraph "E", Section 4, R.E. Transfer Tax Act
Date 11/17/75
Patricia A. Ralphson
Notary Public or Representative

This space for affixing Riders and Revenue Stamps

NO TAXABLE CONSIDERATION

Document Number
23294815

END OF RECORDED DOCUMENT