

23 380 386

William K. Olson

QUIT CLAIM DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, s GUS MAKRIS and THOMAS MAKRIS 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 Quit Claim unto ALSIP 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 14th day of February 1975; and known as Trust Number 1-0238, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 14, 15, 17, 18, 19, 35 and 36 in Block 8 in Westhaven Homes Resubdivision, being a Resubdivision of Westhaven Homes Unit No. 1, and Westhaven Homes Unit 2 in the North Half of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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SUBJECT TO Real Estate Taxes for the year 1974 and subsequent years.

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 in improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision of part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, in 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 lease 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 demise the term of 100 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 thereof, for other real or personal property, to grant easements, charge of any kind, to release, convey or assign any right, title or interest in or about or reversion 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 may be lawful for any person owning the same to deal with the same, better 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 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 authorized 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 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, 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 (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 his, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Alsip 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 in or by or for 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 the amendment thereto, or for injury to person or property happening in or about said real estate, any and all 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 it in the name of the then beneficiaries under said Trust Agreement or its attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust, and not 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 whatever 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 the same or any of them shall be only in the earnings, avails and proceeds arising from the sale of any other disposition of said real estate, and such interest is, aforesaid, 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 Alsip Bank the entire legal and equitable title in 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 not to register or not to 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 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 land 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 such statute of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor Saforesaid has ve hereunto set their hands and seal S this 26th day of January 1976.

Gus Makris [SEAL]
Thomas Makris [SEAL]

State of Illinois ss. Donna A Cobb Notary Public in and for said County, in County of Cook the state aforesaid, do hereby certify that GUS MAKRIS and THOMAS MAKRIS

personally known to me to be the same person S whose name S are the the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their voluntary act, for the uses and purposes therein set forth, including the release and right of homestead. (Given under my hand and notary seal this 26th day of January 1976 Donna A Cobb)

GRANTEE'S ADDRESS..... Notary Public

THIS INSTRUMENT WAS PREPARED BY ORVAL A. LARSON 3851 W. 95th ST. EVERGREEN PARK, ILL. 60642

This space for affixing Riders and Revenue Stamps Exempt under PROVISIONS of Paragraph 5, Section 4, Real Estate Transfer Tax Act.

Donna A. Cobb
Buyer, Seller or Representative

2-2-76 Date

PUBLIC NOTARIAL CONSIDERATION

Notary Number

23 380 386

Mail to: Alsip Bank
Address of grantee: 1900 S. Crawford
Alsip, Illinois 60658

MAIL TO: CHICAGO TITLE AND TRUST COMPANY
111 WEST WASHINGTON
CHICAGO, ILLINOIS 60602
ATTN: J. WERLE 8623 BX 533

84864-S-H CO.

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