

64-34-114D

250731437

WARRANTY DEED IN TRUST

23 394 759

The above stated for recorders use only

THIS INDENTURE WITNESSETH, That the Grantor(s), DAVID R. GUEL and CATHY A. GUEL, his wife of 10040 S. Seeley, Beverly Hills, Illinois, 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(s) and Warrant unto PALOS BANK AND TRUST COMPANY, 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 certain Trust Agreement, dated the 10th day of February 19 76, and known as Trust Agreement No. 1-0885, the following described real estate in the County of Cook and State of Illinois, to-wit:

The North 62 1/2 feet of the North 75 feet of the South 175 feet of the East 1/4 of Block 3 in Campbell's Beverly Hills First Addition to Chicago, being a Subdivision of the East 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

10.00

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 as may be desired, to dedicate parks, streets, highways or others, to secure 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 in 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, in whole or in part, to dedicate, to mortgage, pledge or otherwise encumber said real estate, at 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 at any time, and upon any 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 leases upon any terms and for any period or periods of time and to amend, change or modify leases and 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 real estate, in any contract respecting the manner of fixing the amount of rents and 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 respects and for such other considerations as it might be lawful for any person coming the same to deal with the same, whether similar 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 or trustee, 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 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 obliged or privileged to inquire into any of the terms of said Trust Agreement and every instrument executed by said Trustee or any successor in trust, in relation to said real estate, or to see that the same are in full force and effect, (b) 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, (c) 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 hereunder, (d) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust agreement, mortgage or other instrument and (e) 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 said Trustee or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither the said Trustee, nor any of its successors or trustees in trust shall incur any personal liability or be subjected to any claim, suit, action or process for anything (i) 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 thereof, or for injury to person or property happening in or about said real estate, or in 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 beneficiary or beneficiaries under said Trust Agreement or shall attorney 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 or asserting any such interest shall be only in the earnings, profits and proceeds arising from the sale or any other disposition of said real estate, or any part thereof, as such, but only an interest in the earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said real estate, as such, but only an interest in the earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said real estate the entire legal and equitable title in 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 not to register or make the certificate of title or duplicate thereon, or memorial, or any other certificate or "with limitation" in relation to the said real estate or any part thereof, or any estate therein, as evidence that any transfer, change or other dealing involving the registered lands is in accordance with the true intent and meaning of the Trust.

And the said grantor(s) hereby expressly warrant(s) and release(s) any and all rights or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the execution of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid ha(ve) hereunto set (their) hand(s) and seal(s) this 10th day of February 19 76.
X David R. Guel (SEAL) X Cathy A. Guel (SEAL)

(SEAL) (SEAL)

State of Illinois I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do
County of Cook hereby certify that DAVID R. GUEL and CATHY A. GUEL, his wife

personally known to me to be the same person(s) whose name(s) (he) (she) subscribed to the foregoing instrument, appeared before me on the 10th day of February 19 76, and acknowledged that said instrument was executed and delivered by said instrument as Grantor(s) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights aforesaid.

Given under my hand and official seal this 10th day of February, 19 76.
James B. [Signature] Notary Public

Grantor's Address: 10040 S. Seeley

For information only (street address of above described property)

PALOS BANK AND TRUST COMPANY

10040 S. Seeley

Beverly Hills, Illinois

City

State

TRUST DEPARTMENT In

Permanent Tax Number

BOX 533

"Exempt under provision of Paragraph 1, Section 4, Real Estate Transfer Tax Act."

2/18/76
DATE

No Transfer Consideration

23 394 759



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BOOK COPIES
FILED FOR

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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT