

UNOFFICIAL COPY

WARRANTY-DEED IN TRUST

REC-23-76 The Update Deed for Record 23396205 A - Rec
23 396 205

RECEIVED BY THE
COOK COUNTY CLERK
- 0 2 6 4 5 4

7/10/77

THIS INDENTURE WITNESSETH, That the Grantor, Arline M. Ahern, a widow,

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 S unto FORD CITY 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 21st day of January, 1976, and known as Trust Number 1001, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 12 (Except North 24 Feet) All of Lot 13 and the North 4 Feet of Lot 14 in Block 10 in Resubdivision of Blocks 1 to 8 inclusive (Except North 134 Feet of Blocks 1 and 2 and Except the North 60 Feet of the South 350 Feet of Blocks 7 and 8) in Lyon's Subdivision of the West 1/2 of the Northeast 1/4 of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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SUBJECT TO

Taxes for 1975 and subsequent years, Covenants & 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 to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, ways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said real estate, 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 all of the title, estate, power and authorities vested in said Trustee, to donate, to mortgage, pledge, or otherwise encumber said real estate, or any part thereof, to lease said real estate, 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 filing 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 consideration as it would be lawful for any person owning the same to deal with the same, whether similar or different from the ways also 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, committed, sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any proceeds of 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 deed, trust deed, mortgage, 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 thereto, and is a binding upon all beneficiaries hereunder, (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 made 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 liabilities of the Trustee, in and to the real estate or any part thereof.

This conveyance is made upon the express understanding and condition that neither Ford City Bank, individually or as Trustee, nor its successors, assigns, agents or attorneys-in-fact, shall incur any personal liability or be subjected to 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 instrument hereto, or for injury to or loss of 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 shall be deemed to be incurred by the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in the name of a Trustee of an express trust as provided for in the Trust Agreement. All persons and corporations 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 only in the earnings and proceeds arising from the sale 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, avails and proceeds therefrom as a beneficiary of the trust herein created, the entire legal and equitable title in and to 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 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 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 lands 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 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 aforesaid has hereunto set her hand and seal this 20th day of February, 1976.

Arline M. Ahern [SEAL] [SEAL]

State of Illinois } ss. Gregory P. Turca a Notary Public in and for said County,
County of Cook } in the state aforesaid, do hereby certify that Arline M. Ahern, a
widow,
personally known to me to be the same person whose name is _____ is
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her
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 20th day of February, 1976.
[Signature] Notary Public



Ford City Bank
7601 South Cicero Avenue
Chicago, Illinois 60652

5730 S. Honore
Chicago, Illinois

For Information only insert street address of above described property.

MAIL TO
ADDRESS OF
COURTESY

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
FEB 27 1976
REVENUE
= 0 5 5 0

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE
FEB 27 1976
REVENUE
= 0 0 0 9 3
THIS DOCUMENT PREPARED BY HOY, WOOD, KUCLA & TONIA, 104 N. Oak Park Ave., Oak Park, Ill.

23396205

END OF RECORDED DOCUMENT