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WARRANTY DEED IN TRUST

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RECORDER OF DEEDS
COOK COUNTY, ILLINOIS

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors JAMES EFANTIS and CAROL EFANTIS, his wife

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars and no/100---------- Dollars ($ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys and Warrant s unto BEVERLY BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, and [illegible] 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 April 19 78, and known as Trust Number 8-6038 [illegible] real estate in the County of Cook and State of Illinois, to-wit:

Lot 152 in Pasquinelli's 5th Addition to Meadowland, being a Subdivision of part of the East ½ of the North East ¼ of Section 10, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Exempt under provisions of Paragraph E, Section 200.1-2B6 or under provisions of Paragraph ....., Section 200.1-4B of the Chicago Transaction Tax Ordinance.

Date — Buyer, Seller, or Representative

SUBJECT TO

TO HAVE AND TO HOLD the said [illegible] in 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, 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 praesenti or in futuro, 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 estate, to agree to partition or to exchange any other real estate or any interest therein, 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 in relation to said real estate, or to whom said real estate or any interest therein 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 inquire into the necessity or expediency of any act of said Trustee, or any successor in trust, 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 executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person 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 made in accordance with the terms and conditions then in force, 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 and duties, then and thereafter conferred upon said Trustee.

This conveyance is made upon the express understanding and condition that neither the Beneficiaries nor any of their successors in interest nor any individual or any Trustee, now or hereafter acting as such, shall have any interest, individually or as Trustee, in the said premises or in the earnings, avails and proceeds thereof as aforesaid, but it is the intention of said parties that the interest of said Trustee only in said premises and the earnings, avails and proceeds thereof as aforesaid, is the interest of a beneficiary only, and that said premises are personal property and that said Trustee has no title or interest therein, legal or equitable, except as such beneficiary, and that the interest of each beneficiary hereunder and of all persons claiming under them or any of them shall be the power of direction to deal with the title to said real estate, and to manage and control said real estate in accordance with the terms and provisions of this trust agreement, and that the interest of each such beneficiary in said real estate shall be deemed to be personal property in the hands of said beneficiary or beneficiaries, and that any and all persons and corporations whomsoever and whatsoever shall be bound by this instrument and by every amendment and supplement hereof, and by any and all persons and corporations whomsoever and whatsoever shall be bound by any and all statements, representations and agreements made by said Trustee or its agents or employees in connection with the execution of the trust hereunder, and