

# UNOFFICIAL COPY

## WARRANTY DEED IN TRUST

1978 MAY 10 AM 9 20

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55-101

REC'D DEEDS  
COOK COUNTY

The above space for recording use only

THIS INDENTURE WITNESSETH, That the Grantor, s GEORGE H. PATTON

and GERALDINE R. PATTON, his wife

of the County of Cook

and State of Illinois

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 Warranty 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 1st day of May 1978 and known as Trust Number 8-6076, the following described real estate in the County of Cook State of Illinois, to-wit:

Lot 43 in Block 32, in Frederick H. Bartlett's Greater Calumet Subdivision of Chicago, being part of the South Half of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

### 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 or any part thereof, to dedicate parks, streets, ways or alleys, and to vacate any subdivision of part thereof, and to subdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell in any form, 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 or out of 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 present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 said leases and the terms and provisions hereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to purchase and to purchase, 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, cancel 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, 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, 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 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 required 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 Trustee or Trustee of Illinois of said county) relying upon or claiming under any such conveyance, deed or other instrument, (a) that at the time of the delivery hereof 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 terms, 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 made by 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 it, his or their predecessor in trust.

This conveyance is made upon the express understanding and conviction that neither Beverly Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject 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 execution of and under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate or any part thereof, or for any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate, and the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably authorized for such purposes, or at the direction of the Trustee in its own name as Trustee of an express trust, and in its own name, 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of 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, avails 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 thereof as aforesaid, the intention hereof being to vest in said Beverly Bank the entire legal and equitable title in said real estate, in and to all of the above real estate.

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 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 of a judgment.



In Witness Whereof, the grantor s aforesaid have hereunto set their hand s and seal s this 1st day of May 1978  
[SEAL] George H. Patton [SEAL]  
[SEAL] Geraldine R. Patton [SEAL]  
GEORGE H. PATTON  
GERALDINE R. PATTON

I, The Undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that GEORGE H. PATTON and GERALDINE R. PATTON, his wife personally known to me to be the same person s whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 1st day of May 1978.  
Patricia A. Ralphson  
Notary Public

Beverly Bank  
Box No. 90  
11514 S. May St. Chicago, Illinois  
For information only insert street address of above described property.  
Grantee's Address: 1357 W. 103rd St. Beverly Bank Box 90  
This instrument was prepared by Patricia Ralphson, Beverly Bank, 1357 W. 103rd St.



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NO. 1  
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