

UNOFFICIAL COPY

WARRANTY-DEED IN TRUST

24 453 832

10.00

The above space for recorder's use only

THIS INSTRUMENT WITNESSETH, That the Grantor, LOUIS P. DE BELLA and JOAN R. DE BELLA, his wife

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 grant 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 27th day of March, 1978, and known as Trust Number 2155, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 27 in Block 13 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the Southwest 1/4 of Section 13 Township 38 North, Range 13 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, alter, correct and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said real estate as herein desired, to contract to sell, to grant or lease, to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof in a successor or successors in trust and to grant to such successor or successors in trust all of the rights, 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 perpetuity or for any term or terms commencing in the present or in the 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, to make, to change or modify any lease and the terms and provisions thereof at any time or times hereafter, to contract to make, to lease and to grant options for lease and options to purchase, to grant easements, or leases of any kind, to release any or any part of the title or interest in or about or adjacent appurtenant to said real estate or any part thereof, and to do any or any part of the same 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 to 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, or by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money received or to be received 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 validity, 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 executed by said Trustee or any successor in trust, in relation to said real estate shall for conclusive evidence in favor of every person first calling the Register 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 instrument 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 instrument and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries of the trust, and (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute said deed, lease, mortgage, trust deed, lease, mortgage or other instrument and that the conveyance is made to a successor or heirs in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Trustee, individually or as Trustee, nor his successor or successors in trust shall incur any personal, or for injury to person or property happening to 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 the name of the then beneficiaries under said Trust Agreement as their atomewelfact, hereby irrevocably appointed for such purposes, or the executor of the Trustee, in his 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 whatsoever shall be charged with notice of this condition from the date of the filing hereof.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them in the earnings, profits and proceeds arising from the use 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 said real estate, as such interest, as aforesaid, shall be deemed to be real estate for all purposes thereof as aforesaid, the intention hereof being to vest in said Trustee the entire legal and equitable title in fee simple in one parcel.

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 in the earnings, profits and proceeds arising from the use or any other disposition of said real estate, 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 funds is in accordance with the true intent and meaning of the trust, and the said grantor hereby expressly waive and release 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, S aforesaid ha VE hereunto set their hand S and seal S this 27th day of March, 1978.
Louis P. De Bella [SEAL] Joan R. De Bella [SEAL]
LOUIS P. DE BELLA JOAN R. DE BELLA

THIS INSTRUMENT PREPARED BY: KENNETH D. SLOMKA, 6336 S. Western Ave., Chicago

State of ILLINOIS }
County of COOK } ss. I, Notary Public in and for said County, in the state aforesaid, do hereby certify that LOUIS P. DE BELLA and JOAN R. DE BELLA, his wife

personally known to me to be the same person S, whose name S 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 notarial seal this 9 day of May, 1978.

Notary Public

Ford City Bank

7601 South Cicero Avenue
Chicago, Illinois 60652

For information only insert street address of above described property.

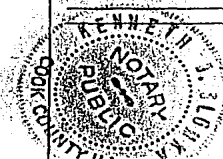
BOX 533

CHICAGO
PROPERTY TAX
75.00

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19-13-328-014 46-19-633-0



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Blaney, P. S. 4/14/78

RECORDED BY DEEDS

*24453832

COOK COUNTY, ILLINOIS
FILED FOR RECORD

MAY 18 2 00 PM '78

Property of Cook County Clerk's Office

*HUDSON
6-25-78*

END OF RECORDED DOCUMENT