

24461128

FILED FOR RECORD

WARRANTY DEED IN TRUST

1978 MAY 24 AM 9 18

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, s EDWARD E. MASTERSON and MARJORIE E. MASTERSON, his wife

of the County of DuPage 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 Warrant 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 4th day of May 19 78, and known as Trust Number 8-6077, the following described real estate in the County of DuPage and State of Illinois, to-wit:

Lot 12 in Block 5 in H. O. Stone and Company's Second Spring Road Addition to Elmhurst, being a Subdivision of part of the Southwest Quarter of the Southeast Quarter of Section 11, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded April 6, 1925 as document 190763, in DuPage County, Illinois.

under provisions of Trust Agreement No. 8-6077, Trust No. 1-2B6 or Transaction No. 8-6077, of the Chicago

5-18-78 Date

Sylvia R. Miller (PR) Notary Public, or Representative

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, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said real estate, to sell or contract to sell, to grant options to sell on any terms, 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 a successor or successors in trust the title, estate, and authority herein 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 and to renew, extend or amend any lease, or any part thereof, for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew, extend or amend any lease, or any part 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 reservation and to contract respecting the manner of lease, 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 claim of any kind, 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 said person be 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 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 to see to the payment of any such mortgage, lease or other instrument executed by said Trustee, or any successor in trust, necessarily or expediently of any kind, of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, and every deed, or 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 Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) But at the time of the delivery thereof of 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, 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 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 his, his or their predecessor in trust.

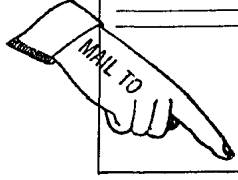
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal 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 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 note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon conditions" or "with limitations" or words of similar import, in accordance with the statute in such cases made and provided, and said Trustee shall not be required to produce the said Trust Agreement or a copy thereof, or any instrument in return, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the 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 in execution or otherwise.

In Witness Whereof, the grantor, aforesaid have hereunto set their hand and seal s this 4th day of May 19 78 EDWARD E. MASTERSON MARJORIE E. MASTERSON

State of Illinois } i, The Undersigned, a Notary Public in and for said County. County of Cook } EDWARD E. MASTERSON and MARJORIE E. MASTERSON, his wife



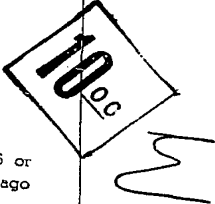
personally known to me to be the same person whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and notarial seal this 4th day of May 19 78

Notary Public

Beverly Bank

281 W. Madison St. Elmhurst, Illinois

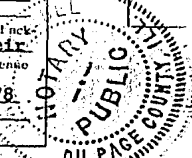
Grantee's Address: 1357 W.103rd St. Box No. 300. Information only insert street address of above described property. This instrument was prepared by Patricia Ralphson, Beverly Bank, 1357 W. 103rd St.



space for affixing Riders and Revenue Stamps

NO TAXES COLLECTED

24461128



END OF RECORDED DOCUMENT