

QUIT CLAIM DEED IN TRUST

24 581 483

The above space for recorder's use only

Exempt under provisions of Paragraph 6, Section 4, Real Estate Transfer Tax Act.

Date

Buyer, Seller or Representative

10.00

This space for affixing Riders and Revenue Stamps

24 581 483

Document Number

14 66-45-795

THIS INDENTURE WITNESSETH, That the Grantor, Richard M. Kerwin, a bachelor of Cook County and State of Illinois for and in consideration of the sum of Ten dollars Dollars (\$ 10.00), in hand paid and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim unto FORD CITY BANK AND TRUST CO., 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 10th day of August, 1978, and known as Trust Number 2398, the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 43 and 44 in Block 1 in Reed Brothers Subdivision of the West half of the West half of the South East Quarter of Section 4, Township 37 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 said 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 rebuild or re-locate said real estate as often as desired, to contract to sell, lease, license or 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, 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, 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 of time, not exceeding in the case of any single lease the term of 198 years, and to renew or extend leases upon any terms and for any period of time and to amended, 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 fitting the annex 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 considerations as it would be lawful for any person owning the same to deal with the same whether or 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 to whom said real estate, or to whom said real estate, or to whom said real estate, 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 other moneys received 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 an act of said Trustee, or be obliged or privileged to require 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 Register of Titles of said county) relying upon or claiming under the same, and no 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 executed in accordance with the trusts, conditions and limitations contained in this Indenture and said Trust Agreement in all amendments thereto, if any, and 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, 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 its, his or their predecessor in trust. This conveyance is made upon the express understanding and condition that neither Ford City Bank and Trust Co., individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for any thing if it or they or its or their agent or agents 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 amendment thereto, or for injury to person or property happening in or about said real estate, any claim or 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 incurred in its 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 a 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 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, profits 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, interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, profits and proceeds thereof as aforesaid, the interests hereof being to vest in said Trustee, Ford City Bank and Trust Co. 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 Register of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, nor to record 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, Ford City Bank and Trust Co. 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 his hand and seal this 8th day of August, 1978, Richard M. Kerwin (SEAL)

State of Illinois) I, The undersigned a Notary Public in and for said County, in Cook County of Cook) SS. the state aforesaid, do hereby certify that Richard M. Kerwin, a bachelor

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 10th day of August, 1978. Notary Public

GRANTEE

MAIL TO: FORD CITY BANK AND TRUST CO. 7601 South Cicero Avenue Chicago, Illinois 60652

9111 S. Tulley, Oak Lawn, Ill. For information only insert street address of above described property.

UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

AUG 14 9 09 AM '78

William H. Shaw

RECORDER OF DEEDS

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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT