

WARRANTY-DEED IN TRUST

24 603 922

11.00

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, John H. McGann, divorced and not remarried.

of the County of Cook and State of Illinois for and in consideration of the sum of ten and 00/100 dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Warrant S unto FORD CITY BANK / 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 20th day of June, 19 78, and known as Trust Number 2319, the following described real estate in the County of COOK and State of Illinois, to-wit:

SUBJECT TO: all covenants of Condominium & all amendments established by or roads & highways, if any limitations & conditions which may accrue by real assessments established

PNT 118560 oc-2 /af all

UNIT 14501-PH3 AND GC-5 IN SCARBOROUGH FARE CONDOMINIUM AS DELEINATED ON SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN SCARBOROUGH FARE, BEING A SUBDIVISION OF THE SOUTH 50 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 (EXCEPT THE EAST 541.60 FEET THEREOF) ALSO (EXCEPT THE NORTH 610.00 FEET THEREOF) AND ALSO (EXCEPT SCHOOL LOT IN THE SOUTH EAST 1/4 THEREOF) ALL IN SECTION 9, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 30, 1973 AS DOCUMENT NUMBER 22,559,236, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT AA TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY FORD CITY BANK, AS TRUSTEE UNDER TRUST #730 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, AS DOCUMENT 22,907,413, AND AS AMENDED BY DOCUMENTS 23,340,865; 23,431,097; 23,662,809; 24,091,457; 24,364,126 AND AS CORRECTED BY 23,813,770 TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATION WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY.

24 603 922

UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY:

Thomas M. Blanchfield
Attorney at Law
10125 South Roberts Road
Palos Hills, Illinois 60465

COOK COUNTY
CLERK
NO. 1434



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
AUG 28 '78
DEPT. OF REVENUE
38.00

38.00

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 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, any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, state, powers and authorities vested in said real estate, 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 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 leases and the terms and provisions thereof at any time or times, and 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 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 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 to be sold, leased, mortgaged by said Trustee or any successor in trust, be obliged to see to the application of any purchase money, or money borrowed or advanced on said real estate, 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 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 any person (including the Registrar 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 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 thereof, if any, and binding upon all beneficiaries thereof, (c) that said Trustee, or any successor in trust, was duly authorized, 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, 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, individually or as Trustee, nor its successors, authorities, duties and obligations of its, his or their predecessor in trust, shall be subjected 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 said real estate or under the provisions of said Trust Agreement or any amendment thereto, or for injury to person or property resulting in or about said real estate, and all such liability being hereby expressly waived and released. Any claim, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be enforced only in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, or in the election of the Trustee, in its own name, as Trustee of an express trust and not individually. 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 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 or 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 intention hereof being to vest in said Ford City 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 a 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 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 21st day of June 19 78
John H. McGann [SEAL]

State of Illinois, I, Thomas M. Blanchfield, a Notary Public in and for said County, County of Cook ss. in the state aforesaid, do hereby certify that John H. McGann, divorced and not remarried personally known to me to be the same person whose name 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 21st day of June 19 78.
Notary Public



Ford City Bank
7601 South Cicero Avenue
Chicago, Illinois 60652

14501 South Central Court, Oak Forest, IL
For information only Insert street address of above described property.

nts, conditions & restrictions of record, terms, provisions, covenants, & conditions of the Declaration
amendments, if any, thereto; private, public & utility easements including any easement
implied from the Declaration of Condominium or amendments thereto, if any, &
y; party wall rights and agreements, if any; existing leases & tenancies;
is imposed by the Condominium Property Act; general taxes for the year 1977 & subsequent years including taxes
son of new or additional improvements during the year 1976; installments due after the date of closing of
pursuant to the Declaration of Condominium or amendments thereto.

28 JUN 20 1978
CLERK OF RECORD

UNOFFICIAL COPY

Blaney, H. J.

RECORDER OF DEEDS

24603922

COOK COUNTY ILLINOIS
ELECTRONIC RECORD

AUG 23 10 57 AM '76

Property of Cook County Clerk's Office

OF RECORDED DOCUMENTS