

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

24684425

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, s
CASEY JONES and BERNICE JONES, 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 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 28th day of September 19 78, and known as Trust Number 8-6178, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT FIFTY-EIGHT.....(58)

in Merlo's Resubdivision of parts of blocks, certain lots and vacated streets and alley in the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, according to plat of said Merlo's Resubdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 20, 1959 as Documents No. 1881119.

Exempt under provisions of Paragraph 2, Section 200.1-2B6 of under provisions of Paragraph 2, Section 200.1-4B of the Transaction Tax Ordinance.

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts and for the uses and purposes hereinafter 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 settle 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, powers and authority 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 person or by proxy, to lease 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 demise the term of 99 years, and to renew or extend leases upon any terms and conditions, 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, a partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges, 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 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 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 every person (including the Registrar of Titles of said county) relying upon its recitals under any such conveyance 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 trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, 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 due 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 Beverly Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any court 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 this Deed or said Trust Agreement or any instrument hereon, or for injury to person or property, happening in or about said real estate any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred and entered into by the Trustee in connection with said real estate may be entered into in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or of the election of the Trustee, in its own name, as Trustee of an express trust and not in trust, 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 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 judicial, 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 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 estate, or any 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 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, Saforesaid have ve hereunto set their hand and seal S this 28th day of September 19 78.

[SEAL] Casey Jones [SEAL]
CASEY JONES
[SEAL] Bernice Jones [SEAL]
BERNICE JONES

State of Illinois I, the undersigned a Notary Public in and for said County, County of Cook ss. in the state aforesaid, do hereby certify that CASEY JONES and BERNICE JONES, 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 official seal this 28th day of September 19 78. Patricia A. Ralph Notary Public

Grantees add... Beverly Bank BOX 90 1041 W. 108th Pl., Chicago, IL
1357 WEST 101ST STREET CHICAGO, ILLINOIS 60643 445-2700

This instrument prepared by Sylvia R. Miller, Beverly Bank, 1357 W. 103rd St., Chicago, IL 60643

Exempt under provisions of Paragraph "E", Section 4, R.E. Transfer Tax Act Date 9-29-78 Sylvia R. Miller, Beverly Bank

10.00

This space for affixing Rites and Revenue stamps

NO TAXABLE CO. 1110

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