

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, s CHARLES E. RHYNE and EDDIE JEWEL RHYNE, his wife

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars and no/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 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 with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 20th day of October, 1978, and known as Trust Number 8-6205, the following described real estate in the County of Cook and State of Illinois, to-wit:

LEGAL RIDER ATTACHED

South 13.79 feet of the North 27.58 feet of Lot 8 in Block 9 in Halsted Street Addition to Washington Heights, being a subdivision of Lots 1, 2 and 3 of the Subdivision of that part of the Southeast Quarter of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian, lying East of Chicago Rock Island and Pacific Railroad together with lots 2, 3 and 4 of the Subdivision of that part of the Northeast Quarter of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian, lying East of Chicago Rock Island and Pacific Railroad except that part lying East of a line 50 feet West of and parallel with the East line of said section in Cook County, Illinois.

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BEVERLY BANK AS TRUSTEE UNDER THE TRUST AGREEMENT DATED 10-20-78 AND NOT PERSONALLY. 10.00

Property of Cook County Clerk's Office

Exempt under provisions of Paragraph 1-5, Section 200.1-2.4B of the Chicago Code, under provisions of Paragraph 1-5, Section 200.1-4B of the Chicago Code.

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Property

Exempt under provisions of Paragraph 1-2, Section 2001-14B of the Chicago Ordinance, and provisions of Paragraph 1-2, Section 2001-14B of the Chicago Ordinance.

*Charles E. Rhyne*  
Buyer, Seller, 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 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 or any part thereof to a successor or successors in trust and to grant to each successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to demise, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease, to let, to license 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 demise the term of 99 years, and to renew and 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 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 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 changes 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 as if for such other considerations as it would be lawful for any person owning the same to deal with the same, whether the same be or different from the ways above specified, at any time or times hereafter.

It is the intent of the parties hereto that the terms of this trust have been complied with, or be obliged to inquire into any of the terms of said Trust Agreement and every deed, deed of 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) who in good faith acquires an interest in such real estate, and that neither the Trustee nor any successor in trust, nor his successor or successors in trust, shall be liable or be subjected to any claim, judgment or decree for anything he 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 amendment thereof, or for injury to person or property hereunder, in or about said real estate any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred by the Trustee, in its own name, as trustee of an express trust and not individually (and the name of the then beneficiaries under said Trust Agreement as their donee-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, 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 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 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, 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 instrument hereof being to read in said Beverly Bank the entire legal and equitable title or 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 certificate therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the intent and meaning of the Trust Agreement.

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, execution or otherwise.

Date 10-20-78  
 In Witness Whereof, the grantor S aforesaid has S hereunto set their hand S and seal this 20th day of October 19 78

*Charles E. Rhyne* [SEAL] [SEAL]  
 CHARLES E. RHYNE  
*Eddie Jewel Rhyne* [SEAL] [SEAL]  
 EDDIE JEWEL RHYNE

State of Ill. County of Cook } ss.  
 I, the undersigned a Notary Public in and for said County, in the state aforesaid, do hereby certify that CHARLES E. RHYNE and EDDIE JEWEL RHYNE, 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 20th day of Oct. 19 78.

*[Signature]*  
 Notary Public

**Beverly Bank**  
 1357 WEST 103RD STREET CHICAGO, ILLINOIS 60643 465-7700

93 9236 S. Halsted, Chicago, Ill.

*Box 90*

This deed was prepared by Dorothy M. Fleischmann at Beverly Bank 1357 West 103rd Street, Chicago, Illinois

10%  
 Exempt under provisions of Paragraph 1-2, Section 2001-14B of the Chicago Ordinance, and provisions of Paragraph 1-2, Section 2001-14B of the Chicago Ordinance.  
 Date 10-20-78  
 Buyer, Seller or Representative *Charles E. Rhyne*  
 NO TAXABLE CONSIDERATION  
 24697024

## END OF RECORDED DOCUMENTS