

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

1978 NOV 27 PM 1 05

24737764

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, REESE E. HILL, JR.

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 20th day of August 1974, and known as Trust Number 8-4818 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 25 and 26 in Block 14 in the Walter S. Haines Subdivision of Blocks 2 and 14 in the Circuit Court Commissioner's Partition of the North West 1/4 of the North East 1/4 and the North East 1/4 of the North West 1/4 of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

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

SUBJECT TO 11-17-78 Date Sylvia R. Miller (sp) Trustee, Seller, or Representative

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, mark, survey, highways or alleys and to make 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 conditions, 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 authorities 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 or on 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 such leases upon any terms and for any period or periods of time and to amend, change or modify such leases and the terms and conditions thereof at any time or times hereafter, to grant to any person or persons options to lease and options to purchase and options to purchase the whole or any part of the reversion and to contract respecting the manner of filing of said leases and options to purchase the whole or any part of the reversion and to contract 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 concerning 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 that the application of any purchase money, rent or money borrowed or advanced on said real estate, in trust, in relation to said real estate, shall be applied to the purchase of said real estate, or any successor in trust, in relation to said real estate, shall be obliged or privileged to inquire into any of the terms of said Trust Agreement, and every deed, lease, mortgage 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) 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 hereunder, (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, were properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the said Trustee, or his or their predecessor in trust. This conveyance is made under the trusts, conditions and limitations set forth in the Trust Agreement, 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 anything, if or they or their agents or attorneys, the Trustee, or any other person or persons, in connection with the provisions of this Deed or said Trust Agreement or any amendments thereof, or for injury to person or property happening in or about said real estate, or any part thereof, or for injury to person or property resulting therefrom, or for any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate, or any part thereof, or for any purpose, 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, or its agents or attorneys, shall be applicable for the payment and discharge thereof). All persons and corporations whatsoever and whatsoever shall be deemed to have 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 in, legal or equitable, in or to said real estate, or any part thereof, or any interest in the earnings, avails and proceeds thereof at aforesaid, the intention hereof being to vest in said Beverly Bank, its 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 such limitations, or words of similar import, in accordance with the statute in such behalf made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any other instrument, as evidence that any transfer, charge or other dealing involving the registered land 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 that he or she may have by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale or execution or otherwise.

In Witness Whereof, the grantor, REESE E. HILL, JR. hereunto set his hand and seal, this 17th day of November 1978.
[SEAL] REESE E. HILL, JR. [SEAL]
[SEAL] [SEAL]

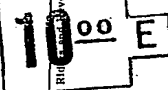
State of Illinois } ss. I, The Undersigned, a Notary Public in and for said County,
County of Cook } do hereby certify that REESE E. HILL, JR.



personally known to me to be the same person whose name is REESE E. HILL, JR. subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as 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 seal this 17th day of November 1978.
Patricia M. Ralphson
Notary Public

Beverly Bank
1357 WEST 103RD STREET | CHICAGO, ILLINOIS 60643 | 8059 S. MUSKEGON AVE. Chicago, Illinois
Grantee's Address: 1357 W. 103rd St. Box 90
This instrument was prepared by Patricia Ralphson, Beverly Bank, 1357 W. 103rd St.

Exempt under provisions of Paragraph "E", Section 4, R.E. Transfer Tax Act
Date 11-17-78
24737764 NO TAXABLE CONVEYANCE
Document Number 24737764



Property of

RECORDED