

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

24 827 750

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, **ARTHUR A. WATSON AND PATRICIA A. WATSON, HIS WIFE** of the County of COOK and State of _____, for and in consideration of the sum of TEN DOLLARS AND 00/100 Dollars (\$10.00), in hand paid, and of other good and valuable consideration, receipt of which is hereby duly acknowledged, Convey _____ and Warranty _____ unto First American Bank of Bensenville, 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 31ST day of OCTOBER 19, 74, and known as Trust Number 74-104, the following described real estate in the County of COOK and state of Illinois, to-wit:

LOT 4, IN 2ND ADDITION TO DOWVILLE, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL.

10.00

COOK COUNTY ILLINOIS FILED FOR RECORD

FEB 29 9 07 AM '79

RECORDED BY REC'D

*24827750

SUBJECT TO REAL ESTATE TAXES FOR 1978 AND SUBSEQUENT YEARS

TO HAVE AND TO HOLD the above real estate with the appurtenances, upon the trusts, and for the use 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 redivide 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 such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to give, 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 lease or otherwise, 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 any 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 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 fraying the amount of present or future taxes, 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, claim, or interest in or above or to the benefit of 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 may be required 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 or successors 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 or successors 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 obligated to see that the terms of the 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 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 thereunder, and (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 consideration made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are duly vested with all the title, estate, rights, powers, authorities, duties and obligations of the trust, or their predecessors in trust.

This conveyance is made upon the express understanding and conditions that neither First American Bank of Bensenville, 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 done by them or by their agents or attorneys in or about said real estate, any and all such liability being hereby the provisions of this deed or Trust Agreement or any amendment thereto, for the amount of any purchase money, rent or money borrowed or advanced on or about said real estate, any and all such 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 entered into by it in the name of the expressly named and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the expressly named and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the expressly named and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the expressly named and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the expressly named and released.

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 or such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said First American Bank of Bensenville the entire legal and equitable title in fee simple in and to said real estate above described.

If the title to any of the above real estate is now or hereafter registered in the name of the Trustee, it is hereby directed that the Trustee or any other person in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any other document, or any evidence that any transfer, or any 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.

In Witness Whereof, the grantor hereunto set hand and seal this 23RD day of JANUARY 1979.
 [Signature] [SEAL] [Signature] [SEAL]
ARTHUR A. WATSON [SEAL] **PATRICIA A. WATSON** [SEAL]

I, **NORMAN J. MATHISEN**, a Notary Public in and for said County, in the state aforesaid, do hereby certify that **ARTHUR A. WATSON AND PATRICIA A. WATSON, 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 23RD day of JANUARY 19 79

[Signature] Notary Public

THIS INSTRUMENT PREPARED BY: MICHAEL C. FLYNN 11212 S. HARLEM WORTH, ILLINOIS

RETURN TO
FIRST AMERICAN BANK OF BENSENVILLE
BENSENVILLE, ILLINOIS 60106

12549 SOUTH MAJOR PALOS HEIGHTS, ILLINOIS
 For information only insert sheet and file in the above described property.

24 827 750
 STATE OF ILLINOIS
 DEPARTMENT OF REVENUE
 677

END OF RECORDED DOCUMENT