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WARRANTY DEED IN TRUST

The above space for recorder's use only

12323 - STUART-HOOVER CO., CHICAGO

MYLES J. GLYNN AND JOHN COURTNEY

THIS INDENTURE WITNESSETH, That the Grantor, Myles J. Glynn and John Courtney of the County of Cook and State of Illinois, for and in consideration of the sum of TEN Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey unto River Oaks Bank and Trust Company, an Illinois Banking Corporation, whose address is 23 River Oaks Center, Calumet City, Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 17th day of May, 1979, and known as Trust Number 1453, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 2 in Resubdivisor's West 104th Street and South Mansfield Avenue Resubdivision of Lot 37 in Frank DeLugach's Austin Gardens, being a subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 27 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS FILED FOR RECORD

MAY 23 1979

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SUBJECT TO Conditions, Covenants and restrictions of record.

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 subdivide said real estate as often as desired, to contract to sell, to grant, 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 rights 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 leasehold or otherwise, and to renew or extend leases upon any terms and conditions, and for any period or periods of time, in possession or reversion, by leasehold or otherwise, and to renew or extend leases upon any terms and conditions, 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 same, and the terms and provisions thereof, at any time or from time to time, to release, convey or assign any right, title or interest in or to said real estate or any part thereof, or any kind, to release, convey or assign any right, title or interest in or to 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 any of the terms of said Trust Agreement, and execution of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, in relation to said 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 and in all amendments thereto, if any, and binding upon the successors or assignees thereof, (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 have been properly appointed and named as such in the deed, trust deed, lease, mortgage or other instrument, and that the predecessor or predecessors in trust are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his or her predecessor or predecessors in trust, 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 in or to or by 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 thereto, or for injury to person or property happening in or about said real estate 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 its own name, as Trustee of an express trust and shall not in any way be binding upon the Trustee, 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 whosoever 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 shall be under the 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 not real estate, and the Trustee shall have no interest in, or right or equitable, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid. If the title to any of the above real estate is 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 any similar words, or words of similar import, in accordance with the statute in such case made and provided. Any corporate trustee named herein or acting hereunder shall become a trustee in place of its predecessor, without the necessity of any conveyance or transfer. And the said grantors 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 aforesaid has hereunto set hand and seal this 17th day of May, 1979

John Courtney (SEAL) Myles J. Glynn (SEAL) State of Illinois ss. Wayne A. Lenczycki, a Notary Public in and for said County, County of Cook in the state aforesaid, do hereby certify that Myles J. Glynn and John Courtney

This instrument was drafted by LERSON & LERSON, ATTORNEYS AT LAW, 303 E. 122ND ST., SOUTH HOLLAND, ILL. 60470. Notary Public in and for the State of Illinois, expires July 24, 1979.

RIVER OAKS BANK AND TRUST COMPANY, 93 RIVER OAKS CENTER, CALUMET CITY, ILL. 60407, BOX 175 (COOK COUNTY ONLY), 10932 S. Mansfield, Oak Lawn, Illinois

END OF RECORDED DOCUMENT

10.00

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This space for Affiling Riders and Revenue Stamps

EXEMPT UNDER PROVISIONS OF PARAGRAPH 6, SECTION 4, REAL ESTATE TRANSFER ACT.

DATE 5-17-79

Document Number

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