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WARRANTY DEED IN TRUST

COOK COUNTY, ILLINOIS
FILED FOR RECORD

24978611

Richard K. Olson
Recorder for Cook

*24978611

TR 101 FORM 16554 BAHNFORMS INC.

MAY 29 '79 12 59 PM

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Reid O. Engelmann, married to Elizabeth Dantonet Engelmann

of the County of Cook and State of Illinois, for and in consideration of the sum of SIXTY-FOUR THOUSAND Dollars (\$ 64,000.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto COMMUNITY BANK & TRUST COMPANY OF EDGEWATER, a corporation duly organized and existing as a state banking association 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 24th day of March 1979, and known as Trust Number 79-03-155

the following described real estate in the County of Cook and State of Illinois, to-wit: Lot forty-three (43) in Block Four (4) in Zero Park, being Zero Marx's Subdivision of Blocks One (1), Two (2), Three (3) and Four (4) in S.H. Kerfoot's Subdivision of Lots One (1) to Twenty (20) both inclusive in Louis L. Henry's Subdivision of the South West Quarter (S.W. 1/4) of the North West Quarter (N.W. 1/4) of Section Eight (8), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian.

Subject to:

- (a) existing leases on the subject property;
- (b) all taxes and assessments levied against the subject property subsequent to the year 1977;
- (c) any unpaid special taxes or assessments levied for improvements not yet made;
- (d) covenants, conditions and restrictions of record; and
- (e) private, public and utility easements.

This property is exempt from the laws of Illinois regarding homestead rights.

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 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, or any successor in trust, to mortgage, lease 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 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 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 charges of any kind, to release, convey or assign any right, title or interest in or about or entered upon said real estate or any part thereof, 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 assent 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, or for 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 have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Community Bank & Trust Company of Edgewater, 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 it or they or its or their 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 amendments thereto, 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 or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-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 whatsoever 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 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 intention hereof being to vest in said Community Bank & Trust Company of Edgewater 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, 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 extracts therefrom, as 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 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 on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 24th day of March 1979

[SEAL] Reid O. Engelmann [SEAL]
[SEAL] [SEAL]

State of Illinois } ss. Kathleen M. Coduti a Notary Public in and for said County, in
County of Cook } the state aforesaid, do hereby certify that Reid O. Engelmann, married to Elizabeth Dantonet Engelmann

personally known to me to be the Reid O. Engelmann whose name is subscribed to the foregoing instrument, that he signed the same as his free and voluntary act, for the purpose of conveying the release and waiver of the right of homestead.
Given under my hand and seal this 24th day of March 1979

[SEAL] Kathleen M. Coduti [SEAL]
Notary Public

COMMUNITY BANK & TRUST COMPANY OF EDGEWATER
5340 North Clark Street Chicago, Illinois 60640

5207 N. CLARK ST. CHGO.
For information only insert street address of above described property.

COOK CO. HC. C15
65337

STATE OF ILLINOIS
DEPT. OF REVENUE
64.00

CITY OF CHICAGO
DEPT. OF REVENUE
90.00

24978611

10.00

END OF RECORD