

WARRANTY-DEED IN TRUST

1977 JUL 11 4 05 34 P M 24 006 429 A -- REC

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, DANIEL F. MCCARTHY and MARIE J. MCCARTHY, his wife 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 FORD CITY 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 22nd day of June 19 77, and known as Trust Number 1757, the following described real estate in the County of Cook State of Illinois, to-wit:

Lot 10 (except the East 22.50 feet thereof) and all of Lots 11, 12 and 13 in Block 7 in Clark and Marston's Second Addition to Clarkdale, being a subdivision of the Northeast quarter of Section 35, Township 38 North, Range 1, East of the Third Principal Meridian, Section 4. Exempt under provisions of Paragraph E, Section 4. Real Estate Transfer Tax Act.

7-11-77 Date Brian McDonnell Buyer, Seller or Representative

SUBJECT TO general taxes for the year 1976 and subsequent years, and to conditions 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 execute any subdivision or part thereof, and to convey either with or without consideration, to any person, real estate or any part thereof to a successor or successors, in trust, to grant to such person or successors in full or in part, the rights, powers and authorities herein and in said Trust Agreement, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to lease, sell, real estate, or any part thereof, from time to time, in any and every way, in and to the satisfaction of the Trustee, or to make any lease 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 make leases and options to buy these the whole or any part of the real estate and to contract respecting the manner of filing the amount of present or future rentals, to sell 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 appurtenant to 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 consideration as it may be lawful for any person owning the same to deal with the same, whether similar to or different from the ones 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, trust deed, mortgage, lease or other instrument executed 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 any act of said Trustee, or be obliged 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 or 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 provisions 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 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 duly vested with all the estate, rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under or decree for anything if or they or its estate, heirs, assigns and personal representatives, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate, or any part thereof, or any interest in the earnings, profits and proceeds thereof as aforesaid, his intention hereon being to vest in said Trustee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title in any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" 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 in any transfer, charge or other dealing involving the registered lands in accordance with the true intent and meaning of the trust.

And the said grantor 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 have hereunto set their hands and seal this 22nd day of June 19 77. Daniel F. McCarthy [SEAL] Marie J. McCarthy [SEAL] Daniel F. McCarthy [SEAL] Marie J. McCarthy [SEAL]



State of Illinois ss. County of Cook

I, WILLIAM R. DUNN a Notary Public in and for said County, in the state aforesaid, do hereby certify that DANIEL F. MCCARTHY and MARIE J. MCCARTHY, his wife

personally known to me to be the same persons whose names 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.

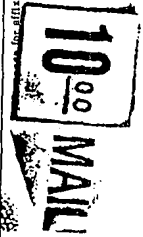
Given under my hand and notarial seal this 22nd day of June 19 77.



MAIL TO: WILLIAM R. DUNN, 3601 South Cicero Avenue, Chicago, Illinois 60652. OR L. M. D. 60453

Notary Public, 3725 West 84th Place, Chicago, Illinois 60600. For information only insert street address of above described property.

For Utilizing Riders and Revenue Stamps



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