

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

24 137 693

1977 OCT 6 AM 10 31

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

UCT--6-71 454991 24137693 W A - Rec 10.00

THIS INDENTURE WITNESSETH, That the Grantor, s SCOTT KING JR.,
and DELORIS KING, 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 Warranty 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 16th day of September 19 77, and known as Trust Number 8-5876, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot Thirty One (31) in Block nineteen (19) in Second Addition to Calumet Gateway, being a Subdivision of part of the North East Quarter of Section Two, (2), Township 37 North, Range 14, 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 Transactions Tax Ordinance.

SUBJECT TO 9-22-77 Sylvia R. Miller

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 as 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 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 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 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 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, to purchase the whole or any part of the reversion 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 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 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 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 in any way bound by the application of any fee or money hereunder or advanced on said real estate, or be obliged in any way to comply with the terms of this trust, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or to be obliged to inquire into any of the terms of said Trust Agreement and every deed, lease, mortgage, pledge 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 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, has duly complied with and answered to execute and deliver every such 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 the, his or their predecessor in trust.

This conveyance shall be made upon the trusts and conditions herein set forth, and shall be subject to any claim, judgment or decree for anything if or they or their agents or attorneys may hereafter be subjected to any claim, judgment or decree or decree of this Court or any other court of law or equity, or for injury to person or property happening in or about said real estate or any part thereof, or for any liability incurred or for any other cause of action or proceeding or indebtedness incurred or entered into by the Trustee in connection with said real estate, or any part thereof, or in the name of the beneficiaries under said Trust Agreement as their attorneys in fact, or for any cause of action or proceeding 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, 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 who have or hereafter 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 Beverly Bank 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, the words "in trust," or "in addition," 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 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 s aforesaid have hereunto set their hand and seal s this 16th day of September 19 77

[SEAL] Scott King Jr. [SEAL]
SCOTT KING JR.
[SEAL] Deloris King [SEAL]
DELORIS KING

State of Illinois } ss. I, The Undersigned, a Notary Public in and for said County,
County of Cook } do hereby certify that
SCOTT KING JR. and DELORIS KING, 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 my right of homestead.

Given under my hand and notarial seal this 16th day of September 19 77.

Patricia Ralphson
Notary Public

Beverly Bank
1357 WEST 103RD STREET CHICAGO, ILLINOIS 60643

8910 Blackstone Chicago, Illinois

This instrument was prepared by Patricia Ralphson, Beverly Bank, 1357 W. 103rd St. Grantee's Address: 1357 W. 103rd St. Box 90

Exempt under provisions of Paragraph "E", Section 4, R.E. Transfer Tax Act
Date: 9-22-77
Sylvia R. Miller
Eng: Sylvia R. Miller per copy/initials of each title

NO TAXABLE CONVEYANCE

24137693

10.00

END OF RECORDED DOCUMENT