

24 156 544

## WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors, JOSEPHINE CURTO, a widow and not remarried, and ROBERT D. PAYNE, married to HELEN A. PAYNE 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 and Warranty unto The Mid-City National Bank of Chicago, a National Banking Association, whose address is 5050 Kinzie Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 20th day of NOVEMBER, 1973, and known as Trust Number 1009, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 20 in Block 3 in L. B. Simms Subdivision of the South half of the East half of the West half of the Northeast quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

10.00

SUBJECT TO General Real Estate Taxes for 1975 and subsequent years.

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 impave, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to waive 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 herein in said Trustee, to donate, to dedicate, to mortgage, to 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 July 1, and upon any terms and for any period or periods of time not exceeding in the case of any single lease the term of 1999 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 and to grant, to purchase the same, to contract to purchase the same, to contract to sell, to contract to lease, to contract to mortgage, to contract to convey or otherwise encumber said real estate, or any part thereof, to grant easements or charges of title or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of title or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of title or to exchange 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 should see fit to do, and to do all things which may be necessary or proper to carry out the purposes of this deed, and to execute and deliver any instrument which may be necessary or proper to carry out the purposes of this deed, and to do all things which may be necessary or proper to carry out the purposes of this deed.

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 any 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 the same, and no person shall be liable for any such conveyance, lease or other instrument, (a) that at the time of the delivery hereof the trust created by this deed 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 thereto, and (c) that said Trustee, or any successor in trust, was duly appointed and authorized to execute and deliver every such deed, mortgage or other instrument and (d) if the conveyance or other instrument was 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, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Mid-City National Bank of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any judgment or decree for anything if they 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 amendment 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 liability incurred or entered into by the Trustee in connection with said real estate may be entered into by it in its own name, as agent or trustee of an express trust and not individually (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 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 it 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.

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 "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

Any corporate successor to the trust business of any corporate trustee named herein and provided for hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or instrument.

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 grantors, aforesaid have hereunto set their hands and seals this 10th day of MAY, 1976.

Josephine Curto (SEAL) Robert D. Payne (SEAL)  
JOSEPHINE CURTO (SEAL) ROBERT D. PAYNE (SEAL)  
HELEN A. PAYNE (SEAL)

State of ILLINOIS ss. I, W. Clyde Jones III, a Notary Public in and for said County, County of COOK in the state aforesaid, do hereby certify that JOSEPHINE CURTO, a widow and not remarried, and ROBERT D. PAYNE and HELEN A. PAYNE, 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.

This instrument was drafted by CLYDE JONES, III, Chicago, Ill. 60607, a Notary Public in and for said County, County of COOK, State of ILLINOIS, who is personally known to me to be the same person whose name is 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 10th day of MAY, 1976.  
W. Clyde Jones III  
Notary Public

THE MID-CITY NATIONAL BANK OF CHICAGO  
5050 Kinzie Street, Chicago, Ill.  
For information only insert property address.

64 39 6268

16 09 226 017



I hereby certify that the attached deed represents a TRANSACTION UNDER THE PROVISIONS OF SECTION 4, OF THE REAL ESTATE TRANSFER TAX LAW.

This space for affixing Release and Revenue Stamp

THE ATTACHED DEED REPRESENTS A TRANSACTION UNDER THE CHICAGO TRANSACTION TAX ORDINANCE UNDER SECTION 2001.285 OF SAID ORDINANCE.

24 156 544

UNOFFICIAL COPY

887-041 AS  
COOK COUNTY, ILLINOIS  
FILED FOR RECORD

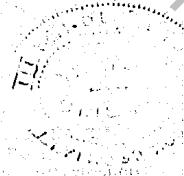
Oct 20 9 00 AM '77

*Edna K. Wilson*  
RECORDER OF DEEDS

\*24156544

Property of Cook County Clerk's Office

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END OF RECORDED DOCUMENT