

# UNOFFICIAL COPY

## WARRANTY DEED IN TRUST

The above deed to be recorded only

THIS INDENTURE WITNESSETH, That the Grantor, PETER J. ANDREOTTI and JANET ANDREOTTI, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable consideration the receipt of which is hereby duly acknowledged, Convey and Warranty 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 20th day of October 1977, and known as Trust Number 1916, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 15 in William A. Wilkin's Addition to Tinley Park in the North West 1/4 of the North East 1/4 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded June 24, 1955 as Document 16,280,076 in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY  
 MARY J. ANASTAS  
 Notary Public  
 Chicago, IL

### SUBJECT TO

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 parcels, 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 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, 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 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 150 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, to purchase the whole or any part of the reversion and to contract, title or interest in or about or easement 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 aforesaid, 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, sold, 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 Agreement have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or any successor in trust, or to be bound by any 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 thereto of 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, mortgage, lease or other instrument and that the same 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 of the estate, rights, powers, authorities, duties and obligations of his, his or their predecessor or predecessors in trust.

This conveyance is made upon the express understanding and covenants contained in the Trust Agreement. 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 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, loss 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 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 his 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 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of such 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 shall be personal property, and not real 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 interest hereof being vested 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 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 conditions" 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 any extracts therefrom, as evidence in any action at law or in equity, or 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, Saforesaid have hereunto set their hand and seal this 20th day of October 1977.

Peter J. Andreotti [SEAL] [SEAL]  
Janet Andreotti [SEAL] [SEAL]  
 Peter J. Andreotti  
 Janet Andreotti

State of Illinois I, the undersigned a Notary Public in and for said County,  
 County of Cook ss. in the state aforesaid, do hereby certify that  
PETER J. ANDREOTTI, and JANET ANDREOTTI, his wife

personally known to me to be the same person S whose name S 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, with the release and waiver of the right of homestead.

Given under my hand and notarial seal this 20th day of October 1977.

Mary J. Anastas  
 Notary Public  
 CHICAGO, ILLINOIS

**Ford City Bank and Trust Co** 6627 West 175th Place, Tinley Park, Illinois 60486

Mail to: 7601 South Cicero Avenue Chicago, Illinois 60652

For information only insert address of above described property.

Property of Cook County

A# 743194

16-3577-1069-161616

This space for affixing Riders and Revenue Stamps

10.00

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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT