

UNOFFICIAL COPY

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WARRANTY-DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, STANLEY A. LINDSAY

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, Conveys and warrants unto FORD CITY BANK, a 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 7 day of August 1977, and known as Trust Number 1731, the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 94 and 95 (except that part of said Lots lying West of a line 50 feet East of and parallel with West line of said Section conveyed to City of Chicago) in Meyer Ballis Subdivision of the South West 1/4 of South West 1/4 of North West 1/4 of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

This Document prepared by Philip L. Mandell, 230 West Monroe Street, Chicago, Illinois 60606

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances thereunto in trust, 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 public streets, highways or alleys and to vacate any subdivision or part thereof, and to subdivide said real estate as often as he shall see fit, to grant, sell, to purchase, to sell on any terms, in conveyance either with or without consideration, to convey said real estate for any part hereof 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 lease 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 lease the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, to make leases in present or in future, 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 sell, to convey or assign any right, 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 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 obliged to see to the application of any purchase money, rent or money advanced or advanced on said real estate, or any part thereof, or to see that such 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 thereto, if any, and binding upon all beneficiaries of the trust, (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 it, his or their predecessor in trust. This conveyance is made upon the express understanding and condition that neither Trustee nor individually or as Trustee of said Trust Agreement or any amendment thereto, nor 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 Trustee hereinafter under said Trust Agreement as the attorney-in-fact, hereby irrevocably appointed for the purposes, or at the direction 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 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 the true intent and meaning of the date of the filing for record of this Deed. The interests of each 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 Trustee the entire legal and equitable title in fee simple, in and to all 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 certificate title or duplicate thereof, or to create or register conditions, trusts or mortgages, or to issue "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.

Unit C 65-67-291

9536

In Witness Whereof, the grantor, Stanley A. Lindsay hereunto set his hand and seal - and seal - this 9th day of September 1977.
[SEAL] Stanley A. Lindsay [SEAL]

State of Illinois) ss. I, Philip L. Mandell a Notary Public in and for said County,
County of Cook) in the state aforesaid, do hereby certify that STANLEY A. LINDSAY



personally known to me to be the same person whose name is Stanley A. Lindsay subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 notary seal this 10th day of October 1977.
Philip L. Mandell
Notary Public

Ford City Bank
7601 South Cicero Avenue
Chicago, Illinois 60652

For information only insert street address of above described property.

See Mailing instructions on reverse

This space for affixing Riders and Revenue Stamps

1731
FORD CITY BANK
TRUST DEPARTMENT
7601 SOUTH CICERO AVENUE
CHICAGO, ILLINOIS 60652
24 210 671

Document Number

24 210 671

BOX 533

Mrs. Robert H. Staden
127 W. Dearborn
Chicago, Ill.

Property of Cook County Clerk's Office

Chicago, Ill.

PROPERTY OF RECORDS

*24210671

RECORDED

Nov 25 3 03 PM '77