

UNOFFICIAL COPY

WARRANTY-DEED IN TRUST

24 268 487.

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, JACK E. FOWLER AND CHARLOTTE V. FOWLER, HIS WIFE

of the County of Cook and State of Illinois, for and in consideration of the sum of TEN DOLLARS AND 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant and 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 13th day of December 19 77, and known as Trust Number 1997, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 1 in Wagner's 83rd Street Subdivision of the East 150 Feet of the West 1/2 of the North 133.34 Feet of Lot 320 in Frederick H. Bartlett's Third Addition to Frederick H. Bartlett's 79th Street acres being a subdivision of the East 1/2 of the Southeast 1/4 of Section 31, Township 38 North, Range 13, East of the Third Principal Meridian, according to the Plat recorded June 10, 1974 as Document 22,743,631, in Cook County, Illinois.***

10.00

SUBJECT TO General taxes for the year 1978 and subsequent years and 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 as follows:

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 parts thereof, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said real estate as often as desired, in 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, and to do any and all things which he or she may deem proper, necessary or expedient to carry out the terms of said real estate, or any part thereof, from time to time in possession or reversion, by lease to commence in present or in the future, and upon any terms for any period or part of time, not exceeding the term 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 and to amend, change or modify the leases and the terms and conditions thereof at any time or times hereafter, in relation to said real estate, to grant options to lease and options to renew leases, and to purchase the whole or any part of the reversion and in contract specifying 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, execute or to cause to be granted, conveyed or assigned any right, title or interest in or about or appertaining 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 purposes and 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.

It is the intent of the parties hereto that the said real estate, or any part thereof, shall be conveyed, mortgaged or otherwise encumbered by said Trustee, or any successor in trust, be obligated to see to the application of purchase money or money borrowed for the purchase of said real estate, or any part thereof, or be obligated to see that the terms of this deed have been complied with, or be obligated to inquire into the authority, necessity or expediency of any act of said Trustee, or his or her successor in trust, or be obligated 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, 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 thereof, if 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 or other instrument, and (d) if the foregoing 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 its, his or their predecessor in trust.

It is further agreed that the said Trustee, or any successor in trust, shall incur no personal liability or be subjected to any claim, judgment or decree for anything he or she or their agent or attorney may do or omit to do under the provisions of this Deed or under the provisions of this Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, or any part thereof, being hereby expressly waived, released, excused, absolved, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by him in the name of the said beneficiaries under said Trust Agreement as their attorney-in-fact, in any and all respects contemplated for the purposes, 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 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 them or any of them shall be only in the earnings, profits 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, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said Trustee, as 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 condition," 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 this 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 grantors aforesaid have hereunto set their hands and seal this 13th day of December 19 77.

Jack E. Fowler [SEAL] Charlotte V. Fowler [SEAL]
Charlotte V. Fowler, his wife [SEAL]



I, Jack E. Fowler and Charlotte V. Fowler, his wife, 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 13th day of Dec, 19 77.
Notary Public

Property of Ford City Bank

PATTIE SHERIDAN
First State Bank of Alsip
ASIP, Illinois 60456
A# 544006
110048 #B

Exempt under provisions of Paragraph B
Section 4 Real Estate Transfer Tax Act
Date: December 15, 1977
Signature of Buyer: Charlotte V. Fowler
Signature of Seller or their Representative: Jack E. Fowler
Revenue and Stamp Space

24 268 487

After recording
mail to:
Ford City Bank
7601 South Cicero Avenue
Chicago, Illinois 60652

6459 West 83rd Street
Burbank, Illinois 60459
For information only insert street address of above described property.

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

JAN 3 9 00 AM '78

Sedney R. Quinn
RECORDER OF DEEDS

*24268487

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT