

# UNOFFICIAL COPY

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WARRANTY-DEED IN TRUST

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10.

THIS INDENTURE WITNESSETH, That the Grantor, Troy McDonald and Margaret McDonald, his wife

of the County of Cook and State of Illinois for and in consideration of the sum of Ten and xx/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant 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 21st day of January 1978 and known as Trust Number 1001, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 10 (except the South 59.3 feet thereof) in Block 17 in South Lawn, being a subdivision of the South 1/2 of Section 8 and the North 1/2 of Section 17, all in Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

This document prepared by: Scott L. Hillstrom  
10731 S. Western Avenue  
Chicago, Illinois 60643

SUBJECT TO General taxes for 1977 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 as set forth, unto said Trustee, his heirs, assigns and assigns forever, and to the heirs, assigns and assigns of said Trustee, to dedicate, park, set apart, 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 subdivide said real estate as often as he shall see fit, 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 mortgage, to 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 lease the term of 99 years, and to renew or extend leases upon any term 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 changes 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 purposes as it would be lawful for any person owning the same to deal with the same, whether similar to or different from those 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 borrowed or advanced on said real estate, or be obliged to see that the terms of this trust shall be complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged 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 same were 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 thereunder, (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 its, his or their predecessor in trust.

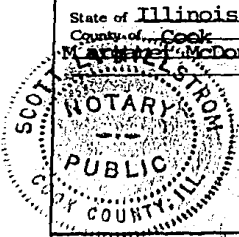
This conveyance is made upon the express understanding and condition that neither said Trustee, individually or as Trustee, nor his successor or successor in trust shall incur any personal liability, to be subjected to any claim, judgment or decree for anything if or they or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of said Trust Agreement or any amendment thereto, or for interest thereon 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 said Trustee in his capacity as Trustee shall be conclusively deemed to be in the name of the then beneficiaries under said Trust Agreement as their attorneys-in-fact, hereby expressly appointed for such purposes, or at the election of the Trustee, in his capacity as Trustee of an express trust, 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 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 beneficiaries 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 to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon joint tenancy" or "with limitations," or words of similar import, in accordance with the statute in such cases made and provided, and that Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as a condition to any transfer, charge or other dealing involving the registered lands 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 grantor s aforesaid have hereunto set their hands and seal on this 20th day of January 1978 at Chicago, Illinois.  
Troy McDonald [SEAL] Margaret McDonald [SEAL]  
Troy McDonald [SEAL] Margaret McDonald [SEAL]



I, Scott L. Hillstrom a Notary Public in and for said County, in the state aforesaid, do hereby certify that Troy McDonald & Margaret McDonald, his wife personally known to me to be the same persons 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, including the release and waiver of the right of homestead.  
Given under my hand and notarial seal this 20th day of JANUARY 1978.  
Scott L. Hillstrom  
Notary Public

**Ford City Bank**  
7601 South Cicero Avenue  
Chicago, Illinois 60652

14817 S. Lexington  
Harvey, Illinois  
For information only insert street address of above described property.

THIS SPACE FOR ATTORNEY RITERS AND REVENUE STAMPS

1000 MAIL

24297749

CAJ

END OF RECORDED DOCUMENT