

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

24 330 894

2519200

The above space for recorder's use only

10.00

THIS INDENTURE WITNESSETH, That the Grantor,
JESSIE A. SHORT, a spinster,
 of the County of Cook and State of Illinois, for and in consideration
 of the sum of Ten Dollars (\$ 10.00),
 in had paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged,
 Conveys and Warrants unto BEVERLY 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 27th day of Dec. 19 77
 and known as Trust Number 8-597, the following described real estate in the County of Cook
 and State of Illinois, to wit:

Lots Twenty-five (25) and Twenty-six (26) in Block
 Fifty-three (53) in Washington Heights, a Subdivi-
 sion of the North East Quarter (1/4) of Section Nine-
 teen (19), Township Thirty-seven (37) North, Range
 Fourteen (14) East of the Third Principal Meridian,
 according to the plat thereof recorded in Book 2 of
 Plats, pages 45, 46 and 47, all in Cook County, Illi-
 nois.

ENTER DATE 65 90 705 49

This property deeded subject to taxes for the year 1977 and subsequent years.

Grantee's address: 1357 West 103rd Street, Chicago, Illinois

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 buy, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to execute any subdivision or part thereof, and to re-subdivide said real estate as often as desired, by contract for sale, or by 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 powers, rights 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 lease for years or forever, to lease to commence in present or in future, and to renew and 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 or charges of any kind, to lease, convey or assign any right, title or interest in or about or encumbrance 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 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 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 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 covenants contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, and (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such 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 Beverly Bank, individually, 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 to person or property hereunder, 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 the execution of this trust and not individually (and 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 its own name as Trustee) 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 as 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, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest shall be 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 interest hereof being to vest in said Beverly Bank, 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 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.

STATE OF ILLINOIS
 REAL ESTATE TRANSFER TAX
 DEPT OF REVENUE
 FEB 16 1978
 15.00
 REC 10664

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 10th day of February 19 78

[SEAL] Jessie A. Short [SEAL]
Jessie A. Short [SEAL]

State of ILLINOIS }
 County of COOK } ss. I, ROBERT M. GROSSMANN Notary Public in and for said County,
 in the state aforesaid, do hereby certify that
JESSIE A. SHORT, a spinster,

NOTARY PUBLIC
 ROBERT M. GROSSMANN

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 she signed, sealed and delivered the said instrument as her
 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 February 19 78.
Robert M. Grossmann
 Notary Public

Grantees add: Beverly Bank BOX 90

THIS DOCUMENT WAS PREPARED BY: Robert M. Grossmann, Attorney at Law, 10540 S. Western Avenue, Chicago, Illinois 60643

Document Number 24 330 894

UNOFFICIAL COPY

Property of Cook County Clerk's Office

REC'D
FEB 17 9 01 AM '78

*24330834

END OF RECORDED DOCUMENT