

24 399 164

DEED IN TRUST
(WARRANTY)

(The Above Space For Recorder's Use Only)

THIS INSTRUMENT WITNESSETH, that the Grantors DARREL R. GILLETTE AND CAROL A. GILLETTE, HIS WIFE of the County of COOK and State of ILLINOIS for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and warrant unto Garfield Ridge Trust & Savings Bank, an Illinois banking corporation of Chicago, 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 16th day of March, 1978, and known as Trust Number 78-3-3, the following described real estate in the County of COOK and State of Illinois, to-wit: Lot 20 in William J. Moreland & Monterey Villa, being a subdivision of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 12, Township 40 North, Range 12, East of the Third Principal Meridian (except therefrom a tract of 6 square rods in the Northeast corner of said west 1/2 taken for highway purposes and recorded as Document 13147874 September 27, 1943 in Norwood Park Township, Cook County, Illinois. Subject to covenants, conditions, restrictions and easements of record, if any, and general real estate 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 set forth.

Full power and authority is hereby granted to said Trustee with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part hereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide 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 mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, from time to time, in possession or reversion, by leases to commence in the present or in the future and upon any terms and for any period or periods of time, not exceeding in the case of any single lease a term of 99 years, and to renew or extend any lease, to contract to make leases and to grant options to lease and to renew leases and options to purchase, 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 choose the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to kind, to release, convey or assign any right, title or interest in or about or enment 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 of the considerations as 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 the trust property, or be obliged to see that the terms of the 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 trust property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, and in said Trust Agreement or in all amendments thereof, if any, and is 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 commission 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 the, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantee, neither individually nor 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 or their 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 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 then beneficiaries under said Trust Agreement as the trustee, in fact, hereby irrevocably appointed for such 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 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 the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof, the intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title in any of the trust property 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 the said Grantor, S, 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.

IN WITNESS WHEREOF, the Grantor, S, aforesaid, have hereunto set their hands and seals this 16th day of March, 1978.
* Darrel R. Gillette [Seal] * Carol A. Gillette [Seal]
DARREL R. GILLETTE CAROL A. GILLETTE

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, RAYMOND R. MOSSUES, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DARREL R. GILLETTE AND CAROL A. GILLETTE, HIS WIFE personally known to me to be the same person, S, whose names 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 16th day of March, 1978.
Commission expires Nov 28, 1982
Raymond R. Mossues
NOTARY PUBLIC

Document Prepared by STEPHEN P. CARPONELLI
215 N. Arlington Heights Road
Arlington Heights, IL 60004
ADDRESS OF PROPERTY:
5148 N. Monterey Drive
Norridge, Illinois
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO
(Name)
(Address)

AFFIX "RIDERS" OR REVENUE STAMPS HERE

24 399 164
Exempt under provisions of Paragraph 7, Section 4, Real Estate Transfer Tax Act.
3-16-78
Notary Officer
Buyer, Seller or Representative

DOCUMENT NUMBER

UNOFFICIAL COPY

RETURN TO: Garfield Ridge Trust & Savings Bank
6353 West 55th Street
Chicago, Illinois 60638

TRUST NO. 78-3-3

DEED IN TRUST
(WARRANTY DEED)

TO

Garfield Ridge Trust & Savings Bank

Chicago, Illinois
TRUSTEE

GARFIELD RIDGE TRUST AND SAVINGS BANK
6353 W. 55th STREET
CHICAGO, ILLINOIS 60638

FORM 15111 BANKERS, INC.

1978 APR 12 AM 10 30

RECORDS OF DEEDS
COOK COUNTY ILL. IS

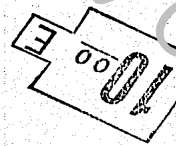
RECORDED *Walter Wilson*

APR-12-78 4 2 6 1 2 24399107 REC 10.00

GARFIELD RIDGE TRUST AND SAVINGS BANK
6353 W. 55th STREET
CHICAGO, ILLINOIS 60638

GARFIELD RIDGE TRUST AND SAVINGS BANK
6353 W. 53rd STREET
CHICAGO, ILLINOIS 60638

GARFIELD RIDGE TRUST AND SAVINGS BANK
6353 W. 55th STREET
CHICAGO, ILLINOIS 60638



2439916A

END OF RECORDED DOCUMENT