

# UNOFFICIAL COPY

25629316

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Sidney H. Olsen*  
RECORDER OF DEEDS

1980 OCT 20 AM 9:00  
The above space file recorded is hereby

25629316

WARRANTY DEED IN TRUST



The Grantor **WILLIAM J. MURPHY and MARY K. MURPHY, his wife,**

of the County of **Cook** and State of **Illinois**, for and in consideration of **TEN AND NO/100**-----**(\$10.00)**-----**Dollars,** and other valuable considerations paid, Convey and Warranty to **EDGEWOOD BANK, 1023 West 55th Street, Countryside, Illinois 60521,** an Illinois banking corporation and qualified to accept and execute trusts under the laws of Illinois, as Trustee under a Trust Agreement dated the **1st** day of **October**, 1980, known as Trust Number **84**, the following described real estate in **Cook** County, Illinois:

See Rider Attached & Made a Part Hereof:

Lot three (3) (except North one half thereof) in Block One (1) in Forest Hills, Commercial and Park District Subdivision of Blocks 5, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32, 41, 42, 43 and 44 in "Forest Hills" of Western Springs a Subdivision of the East half of Section 7, Township 38 North, Range 12, East of the Third Principal Meridian, and that part of Blocks 12, 13, 14 and 15, in "The Highlands" being a Subdivision of the North West quarter (1/4) and the West 800 feet of the North 144 feet of the South West quarter (1/4) of Section 7, Township 38 North, Range 12, East of the Third Principal Meridian, lying East of a line 33 feet West of and parallel with the East line of said North West quarter of said Section 7; also Lots 1, 2, 3, 4 and 5 (except that part thereof dedicated for street by Plat Doc. No. 209880), in Block 12, in "The Highlands" aforesaid, all in Cook County, Illinois, also Fair Elms Avenue (now vacated) as shown on Plat of Forest Hills of Western Springs, aforesaid filed in the Office of the Registrar of Titles of Cook County, Illinois, as Document No. 209880.

THIS INSTRUMENT IS EXEMPT UNDER PROVISIONS OF PARAGRAPH e, SECTION 4, REAL ESTATE TRANSFER TAX ACT.

*Sidney H. Olsen*  
Kollmann, Trust Officer

25629316

Clerk's Office

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Permanent Index No.

TO HAVE AND TO HOLD the said real estate with the appurtenances attached thereto upon the trusts and for the uses and purposes stated herein and in said Trust Agreement.

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 subdivide and resubdivide; to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof; to execute contracts to sell or exchange; to execute grants of options to purchase; to execute contracts to sell on any terms, either with or without consideration; to convey the real estate or any part thereof in a successive or successive manner and to grant to such successive or successors in trust all of the title, estate, powers and authorities vested in the trustee; to donate, to dedicate, to mortgage, or otherwise encumber the real estate or any part thereof; to execute leases of the real estate, or any part thereof, from time to time, in possession or reversion, to commence in the present or in the future, and upon any terms and for any period or periods of time, not exceeding 99 years, to execute renewals or extensions of leases upon any terms and for any period or periods of time and to execute amendments, changes or modifications of leases and the terms and provisions thereof at any time or times hereafter; to execute contracts to make leases and to execute options to lease and options to purchase the whole or any part of the reversion and to execute contracts respecting the manner of fixing the amount of present or future rentals; to partition or exchange it for other real or personal property; to execute grants of easements or charges of any kind; to release, convey or assign any right, title or interest in or about or appurtenant to the real estate or any part thereof, and to deal with the title to 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 title to the real estate to deal with in the same manner in or different from the ways above specified and at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement, and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created herein and by the 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 herein and in the trust agreement or in an amendment thereto, and (c) that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance was 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 trust.

This conveyance is made upon the express understanding and condition that neither EDGEWOOD BANK, individually or as Trustee, nor its successors 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 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 their attorney-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 the performance of this condition from the date of the filing for record of this Deed.

The interest of every beneficiary 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 other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the earnings, avails and proceeds thereof.

If the title to any of the above lands 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 in 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 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 has VP hereunto set their hand S, and seal this 1ST day of October, 19 80.

*William J. Murphy*  
William J. Murphy (SEAL)

*Mary K. Murphy*  
Mary K. Murphy (SEAL)

State of Illinois }  
County of Cook } ss.



I, Charles M. Jardine a Notary Public in and for said County, in the State aforesaid, do hereby certify that William J. Murphy and Mary K. Murphy, his wife,

personally known to me to be the same person S, 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 1ST day of October, 19 80.

Commission expires 5/12 19 81  
Notary Public  
This instrument was prepared by Charles M. Jardine, 1505 Newcastle, Westchester, Illinois  
(Name and Address)

Mail to: **EDGEWOOD BANK**  
1023 W. 55th Street  
Countryside, Illinois 60525

ADDRESS OF PROPERTY:  
4720 Central, Western Springs, Ill.  
SEND SUBSEQUENT TAX BILLS TO:

**BOX 533**

FORM 55632 REORDER FROM CARWALLER & JOHNSON, INC.

**END OF RECORDED DOCUMENT**

This space for affixing Riders and Revenue Stamp

*Edward*  
Edward  
10-7-80  
Date

10.00  
25629316  
Document Number

A-917230