

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

25640290

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors, Gregory M. Druflke and Lynn M. Druflke, His Wife,

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto MOUNT GREENWOOD 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 23rd day of October 1980, and known as Trust Number 5-0367, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 13 and the South 30 Feet of Lot 14 (except the West 7 Feet of said Lots dedicated for street) in Block 2 in Brown and Brittain's Tracy Ridge Subdivision of the West 1/2 of the South East 1/4 of the South West 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the terms 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 improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to waive any subdivision or part thereof, and to redivide 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 all 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 dedicate, to mortgage, lease 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 lease to commence in present or in future, and 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 option to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the amount of present or future rent to be paid for the use and occupation of said real estate, or any part thereof, for other real or personal property, to grant easements or charges 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 each other consideration 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, be deemed to know said real estate or any part thereof shall be conveyed, mortgaged or otherwise encumbered 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 are being 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 limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, 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 the trust and their predecessors in trust. This conveyance is made upon the express understanding and condition that neither Mount Greenwood Bank, individually or 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 officers 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, 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 claim, 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 Trustee, or its officers or attorneys 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 whosoever 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 Mount Greenwood Bank the entire legal and equitable title in fee simple, in and to all of the real estate so 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 "with limitations," or words of similar import, in accordance with the statute in such cases made and provided, and Trustee shall not be required to produce the said Agreement or any extract or copy extract thereof, 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 grantors hereby expressly waive, release, and relinquish 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 seals this 23rd day of October 1980.
Gregory M. Druflke [SEAL] Lynn M. Druflke [SEAL]
Gregory M. Druflke [SEAL] Lynn M. Druflke [SEAL]

I, Barbara J. Ralson, the undersigned, a Notary Public in and for said County, Cook, Illinois, in the state aforesaid, do hereby certify that Gregory M. Druflke and Lynn M. Druflke, His Wife, personally known to me to be the same persons 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 23rd day of October 1980.
Barbara J. Ralson
Notary Public

Mount Greenwood Bank
3052 WEST 111th STREET CHICAGO, ILLINOIS 60655
445-4500
98138-S-H Co.

10159 So. Leavitt, Chicago, Illinois
For information only insert street address of above described property.
This instrument prepared by
Barbara J. Ralson - Mount Greenwood Bank
3052 West 111th Street
Chicago, Illinois 60655

Exempt under provisions of paragraph 2, Section 4, Real Estate Transfer Tax Act. 10-27-80 Barbara J. Ralson
Exempt under provisions of paragraph 2, Section 200.1-286, of the Chicago Transaction Tax Ordinance. 10-27-80 Barbara J. Ralson
Document Number 25640290

UNOFFICIAL COPY

1980 OCT 27 PM 12 56

RECORDED

RECORDED

OCT-27-80 365925 25640290 A - REC 10.00

RECORDED

25640290

10.00 E

Property of Cook County Clerk's Office

25640290

END OF RECORDED DOCUMENT