

UNOFFICIAL COPY

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68-03-401 X
THIS INSTRUMENT PREPARED BY WILLIAM A. KELLY, 3552 N. KENNETH, CHICAGO, ILL.

25695807

WARRANTY DEED IN TRUST

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney M. Olson
RECORDER OF DEEDS

1980 DEC -8 AM 10:13

25695807

1405-301005

The above space for recorder's use only

COOK
CO. NO. 016

THIS INDENTURE WITNESSETH, That the Grantors, Mary McGarrigle, Mildred I. McGarrigle, Joseph J. McGarrigle, Margaret Lynch and Elizabeth McGarrigle, a spinster, widow not remarried, married to Lauren McGarrigle, a spinster, married to Richard Lynch, of the County of Cook and State of Illinois, for and in consideration of ten (\$10.00) Dollars, and other good and valuable considerations in hand paid, convey and warrant unto the NORTH SHORE NATIONAL BANK OF CHICAGO, a National Banking Association, as Trustee under the provisions of a trust agreement dated the 15th day of October 1980, known as Trust Number 583, the following described real estate in the County of Cook and State of Illinois, to-wit:

The West 2 feet of Lot 4 and all of Lot 5 in Kransz's Third Addition to Edgewater in the North West quarter of the South West quarter of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded January 27, 1911 as document 4698382 in Book 108 of Plats page 36 in Cook County, Illinois.

10.00

NB: Joseph J. McGarrigle, Lauren McGarrigle, Margaret Lynch and Richard Lynch do not reside on the premises and there is no homestead interest as to them.

TO HAVE AND TO HOLD the said premises with the appurtenances thereon to the trustee 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, change, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said property 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 premises 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, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by lease to come now in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 10 years, and to renew or 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 premises hereunder and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, 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 premises or any part thereof, and to deal with said premises 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said 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 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 some amendment thereto and binding upon all beneficiaries thereunder, (c) that said 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 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.

The interest of each and every beneficiary hereunder 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 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.

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 duplicates 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 grantors 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 hand(s) and seal(s) this 10th day of November, 1980.

Mary McGarrigle (Seal) Mildred I. McGarrigle (Seal)
Joseph J. McGarrigle (Seal) Margaret Lynch (Seal)
Elizabeth McGarrigle (Seal)

I, KATHERINE L. KELLY, Notary Public in and for said County, in the state aforesaid, do hereby certify that Mary McGarrigle, Mildred I. McGarrigle, Joseph J. McGarrigle, Margaret Lynch, and Elizabeth McGarrigle with marital status of each as set forth above,



personally known to me to be the same persons whose names 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 29th day of November, 1980.

Katherine L. Kelly
Notary Public
KATHERINE L. KELLY

North Shore National Bank of Chicago
1737 W. Howard Street, Chicago, Illinois 60626
Cook County Recorders Box 438

1413 W. Elmdate
Chicago, IL
For information only (insert street address of above described property).

STATE OF ILLINOIS
REDE STATE 1980 SHER TAX
REVENUE 60.50

CANCELLED
Cook County
REDE STATE TRANSACTION TAX
REVENUE 60.50

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
REVENUE 242.00

END OF RECORDED DOCUMENT