

# UNOFFICIAL COPY

## WARRANTY DEED IN TRUST

Prepared By:  
Attorney Philip K. Gordon  
809 W. 35th  
Chicago, IL 60609

25761219

The above space for recorder's use only

COOK  
CO. ILL. 016

6 7 6 9

THIS INDENTURE WITNESSETH, That the Grantor, S. Floyd R. Carberry and Angeline F. Carberry, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten & 00/100 Dollars (\$10.00) in hand paid, and of other good and valuable consideration, receipt of which is hereby duly acknowledged, Convey and Warrant unto First American Bank of Bensenville, 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 this 15th day of May 1978, and known as Trust Number 78-203, the following described real estate in the County of Cook and state of Illinois, to-wit:

Lot 46 in Orland Trails, being a Subdivision in the West 1/2 of the North West 1/4 of Section 6, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: Covenants, restrictions & easements of record and general taxes for 1980 and subsequent years.

Permanent Index No. 27 0, 104 012 0000  
COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Sidney K. Olson*  
RECORDER OF DEEDS  
25761219

SUBJECT TO

1981 FEB -3 PM 2:10

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the use 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 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 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 possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single term the term of 198 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 hereafter, to contract to make leases and to grant options to lease and options to renew, 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 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 such other considerations as it would be lawful for any person owning the same to do, 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, 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, but he or she shall 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 or Titles of said county relying upon or claiming under any such conveyance lease or other instrument made 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither First American Bank of Bensenville, 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 agents or attorneys may do or omit 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 trust or by its attorneys-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of the 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 in its hands in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whosoever are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

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 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, the intention hereof being to vest in said First American Bank of Bensenville 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 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

seal S this 27th day of December 1980

*Floyd R. Carberry* [SEAL] *Angeline F. Carberry* [SEAL]  
Floyd R. Carberry [SEAL] Angeline F. Carberry [SEAL]

State of Illinois } ss. Philip K. Gordon a Notary Public in and for said County, in  
County of Cook } do hereby certify that Floyd R. Carberry and Angeline F. Carberry, 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.

MAILED under my hand and notarial seal this 29th day of January 1981  
*Howard A. McKee*  
111 W. Monroe Street  
Suite 2200 E  
Chicago, IL 60603  
Notary Public

13641 Old Post Road  
Orland Park, Ill.

FIRST AMERICAN BANK OF BENSENVILLE  
BENSENVILLE, ILLINOIS 60106 BOX 533

CANCELLED  
COOK COUNTY ILLINOIS  
RECORDER OF DEEDS  
25761219  
REAL ESTATE TRANSACTION TAX  
54011  
Document Number

10.00

END OF RECORDED DOCUMENT