

# UNOFFICIAL COPY

## WARRANTY DEED IN TRUST

The above space for recorder's use only **25178525**

THIS INDENTURE WITNESSETH, That the Grantor, Irene Dubina and Henry J. Dubina, Her Husband,

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 Warrant 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 24th day of September, 1979, and known as Trust Number 5-0290, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 99 and 100 in Frank De Lugach's Beverly Heights, a Sub-division of Blocks 1 to 8 both inclusive in Harper and St. Arbin's Beverly Hills Subdivision of the North East 1/4 of the South West 1/4 of Section 1, Township 37 North, Range 13 East of the Third-Principal Meridian in Cook County, Illinois.

PROPERTY OF COOK COUNTY

Exempt under provisions of paragraph 1, Section 4  
 Real Estate Transfer Tax Act.  
 10-1-79 *Barbara J. Ralson*

### 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 vacate any subdivision or part thereof, and to renounce 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 lease, to mortgage, to partition, to partition or to exchange said real estate, to grant to himself or to any other person, to lease, to mortgage, to 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 and reversion, by deed 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 demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to contract to make leases and to grant options to lease and to renew leases and options to purchase the whole or any part of the real estate, or other real or personal property, to contract to purchase, to purchase, 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, to convey or assign any right, title or interest in or about or upon 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 from time to time.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or any part thereof, be bound 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 deed have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged 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 it in 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 to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (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 condition that neither Mount Greenwood Bank, individually, 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 if or they or their agents or attorneys 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, proviso or for injury to person or property hereupon 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 Trustee, 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, 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, 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, as Trustee of an express trust and not individually) 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 survive 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 Mount Greenwood Bank the entire legal and equitable title in fee simple, a part of 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 memoranda, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust agreement, as aforesaid, and the said grantor hereby expressly waives and releases any and all rights 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 of a judgment.

In Witness Whereof, the grantor saforsaid have their herunto set their hand and seal this 24th day of September, 1979

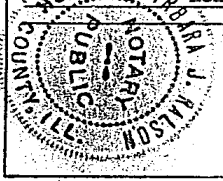
Henry J. Dubina [SEAL] Irene Dubina [SEAL]  
Henry J. Dubina [SEAL] Irene Dubina [SEAL]

State of Illinois } I, the undersigned \_\_\_\_\_ a Notary Public in and for said County,  
 County of Cook } ss. Henry J. Dubina and Irene Dubina and  
Henry J. Dubina, Her Husband,

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 24th day of September 19 79.

*Barbara J. Ralson*  
 Notary Public



Document Number  
**25178525**

**Mount Greenwood Bank**  
 3052 WEST 111TH STREET CHICAGO, ILLINOIS 60655  
 445-4500

9156 S. Francisco, Evergreen Park, Ill.  
 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



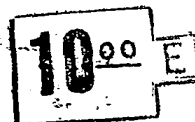
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RECORDED BY DEPT  
COOK COUNTY CLERK

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10.00



Property of Cook County Clerk's Office

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END OF RECORDED DOCUMENT