

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

10-00

25186673

Form 16-10

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors **EMERY L. STEWART and CLEADA STEWART, his wife**

of the County of **Cook** and State of **Illinois** for and in consideration of **ten and no/100** Dollars, and other good and valuable considerations in hand paid, Convey and warrant unto **FIRST NATIONAL BANK OF EVERGREEN PARK,** a National banking association, its successor or successors, as Trustee under the provisions of a trust agreement dated the **1st** day of **October** 19 **79**, known as Trust Number **5524**, the following described real estate in the County of **Cook** and State of **Illinois**, to-wit:

Lot 9 being in Harvey Gardens being a Subdivision of Lots 2 and 3 in the Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 36 North Range 14, East of the Third Principal Meridian (except therefrom the North 30 feet of the West 400 feet of Lot 2) also (except therefrom that part thereof lying East of the West Line of Dixie Highway) and also (except therefrom the Easterly 278 feet lying immediately West of the West line of said Dixie Highway the Westerly Boundary Line of said Easterly 278 feet being parallel to the West Line of said Dixie Highway) in Cook County, Illinois.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein said in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, purchase 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 in 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 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 commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any lease a term of 99 years, and to renew or extend terms and for any period or periods of time, and to amend, change or modify 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 reversion 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 property 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 trustee 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 premises shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) 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 thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, 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.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be one 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 duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or word or words of similar import, in accordance with the statute in such case made and provided.

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 seals this **4th** day of **October** 19 **79**.

(Seal) **EMERY L. STEWART** (Seal)
(Seal) **CLEADA STEWART** (Seal)

This instrument was prepared by: **Joseph D. Palmisano, 222 W. Adams, Chicago, IL**

State of **ILLINOIS** I, **JO ANN BOSKO** a Notary Public in and for said County, in County of **C.O.O.K.** ss. the state aforesaid, do hereby certify that **EMERY L. STEWART and CLEADA STEWART, his wife**

personally known to me to be the same person **S** whose name **S** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument **of their** free and voluntary act, for the uses and purposes therein set forth, including the **seal** and waiver of the right of homestead. Given under my hand and notarial seal this **4th** day of **October** 19 **79**.



FIRST NATIONAL BANK OF EVERGREEN PARK 319 **Harvey** 1st Place, Harvey, IL
For information only insert street address of above described property.

0 6 3 5 5 4
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
3 3 0 0

This space for affixing Title and Revenue Stamps

#14852
DATE 10-10-79
PAID
REV. STAMP
25186673

SC 404810

10-10-79

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

979 OCT 11 PM 12:05

Sidney R. Olson

RECORDER OF DEEDS

25186673

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT