

UNOFFICIAL COPY

25259829

July

WARRANTY-DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, s Ervin J. Rose and Patricia A. Rose,
his wife

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$ 10.00), and of other good and valuable considerations, receipt of which is hereby duly acknowledged, ConveyS and WarrantS unto Oak Lawn Trust and Savings 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 2nd day of August, 1976, and known as Trust Number 358, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 8 in Block 4 in Peter Fischback's Addition to Lemont, a Subdivision of part of the North $\frac{1}{2}$ of the South West $\frac{1}{4}$ of Section 29, Township 37 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded December 29, 1892 in Book 60 of Plats, Page 5, as Document Number 1792545, in Cook County, Illinois.

COOK COUNTY ILLINOIS
FILED FOR RECORD

RECEIVED OF DEEDS

1979 NOV 29 AM 11:16

25259829

PAID
\$ 7.00
C. G. I. REAL STAMP

SUBJECT: (a) covenants, conditions and restrictions of record; (b) public and utility easements and roads and highways, if any; (c) general taxes for the year 1978 and subsequent years.

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, purchase 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 lease to commence in present or in future, and up to any term, and for any period or periods of time, not exceeding in the case of any single demise 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 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 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 encumbrance 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 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, 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 (a) such money, rent or money borrowed or advanced on said real estate, or be obliged to see to 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 Register of Titles of said county) 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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement, and in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (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 Ford City Bank and Trust Co., 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 in or about the real estate or any part thereof, or for injury to person or property, or for any loss or damage, or for any other liability, incurred or incurred by the Trustee in connection with said real estate or any part thereof, or for any loss or damage, or for any other liability, incurred or incurred by the Trustee, in its own name, 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 except only 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, firms and individuals who shall be charged with notice of this condition from the date of the filing for record of this Deed.

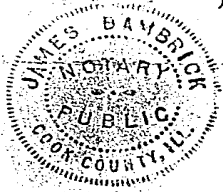
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal 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 hereby being to vest in said Ford City Bank and Trust Co. 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 Register of Titles in hereby directed not to register or note in the certificate of title (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, any said Trust Agreement 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, 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 2nd day of November, 1979.
Ervin J. Rose (SEAL) Patricia A. Rose (SEAL)
Ervin J. Rose Patricia A. Rose
(SEAL) (SEAL)

State of Illinois } I, James Bambrick a Notary Public in and for said County, in
County of Cook } SS. the state aforesaid, do hereby certify that
Ervin J. Rose and Patricia A. Rose, 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.

Given under my hand and notarial seal this 2 day of Nov, 1979
James Bambrick
Notary Public

MAIL TO: Oak Lawn Trust and Savings Bank
4900 95th
Oak Lawn, Illinois 60454

Florence Street Lemont, Ill 60439
For information only insert street address of above described property.

Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act.

Date _____ Buyer, Seller or Representative _____

COOK CO. TIC. 015
1 3 0 1 4 4

PAID \$ 7.00 C. G. I. REAL STAMP

REVENUE DEPT. OF REVENUE

STATE OF ILLINOIS
DEPARTMENT OF REVENUE

25259829

END OF RECORDED DOCUMENT