

# UNOFFICIAL COPY

WARRANTY  
DEED IN TRUST

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25308166

THIS INDENTURE WITNESSETH, That the Grantors **FRED EVANS and JOLENE EVANS,**  
his wife

of the County of **Cook** and State of **Illinois** for and in consideration  
of **Ten and 00/100 (\$10.00)** Dollars, and other good  
and valuable considerations in hand paid, Convey and Warranty unto the  
**MATTESON-RICHTON BANK**, a corporation of Illinois, whose address is Route 30 at Kostner Ave.,  
Matteson, Illinois as Trustee under the provisions of a trust agreement dated the **26th**  
day of **November** 19 **79**, known as Trust Number **74-976** the following described real  
estate in the County of **Cook** and State of **Illinois**, to-wit:

Lot 21 in Block 34 in Village of Park Forest First Addition to Westwood,  
being a Subdivision of part of the South East 1/4 of Section 26 lying  
South of the Commonwealth Edison Company right of way (Public Service  
Company of Northern Illinois) and the South East 1/4 of the North East  
1/4 of Section 26 lying South of the Elgin, Joliet and Eastern Railroad  
right of way, also part of Section 25 lying South of the Elgin, Joliet  
and Eastern Railroad right of way all in Township 35 North, Range 13,  
East of the Third Principal Meridian, according to the plat thereof  
recorded July 1, 1955 as Document No. 16288372, 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 and in said trust agreement set forth  
Full power and authority is hereby granted to said trustee to improve, manage, 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 resubdivide said property as often as desired, to contract to sell, to grant op-  
tions 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 leases 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 single  
demise the term of 999 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 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 encumber 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 premises or any part thereof shall be conveyed, con-  
tracted 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 in every deed, trust deed, mortgage, lease or other instru-  
ment 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 con-  
veyance, 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 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, lease, mortgage or other instrument and (d) that said trustee was duly authorized and empowered to  
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 only in the earnings, avails and pro-  
ceeds 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 words of similar import, in accordance with the  
statute in such case made and provided.

And the said grantor **S** 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 **26th** day of **November** 19 **79**

**Fred Evans** (Seal) **Jolene Evans** (Seal)  
*Fred Evans* (Seal) *Jolene Evans* (Seal)

State of **Illinois** I, **Nancy K. Keenan**, the undersigned, a Notary Public in and for said County, in  
County of **Cook** the state aforesaid, do hereby certify that **FRED EVANS and JOLENE EVANS,**  
his wife

This Document Prepared by:  
**Rakich, Traichel & Blanchard,**  
Attorneys At Law  
2555 West Lincoln Highway  
Olympia Fields, Illinois 60461

personally known to me to be the same person **S** whose name **S** are **they** subscribed to  
the foregoing instrument, appeared before me this day in person and acknowledged that **they**  
freely and voluntarily did so  
and delivered the said instrument as **their** free and voluntary act to be  
for the purposes therein set forth, including the release and waiver of the right of homestead  
this **26th** day of **November** 19 **79**  
**Nancy K. Keenan**  
Notary Public

After recording return to:  
**MATTESON-RICHTON BANK**  
**MATTESON, ILLINOIS 60443**

112 Westwood  
Park Forest, Illinois 60466  
For information only insert street address of  
above described property.

10.00 MAIL

SECTION 4 OF THE REAL ESTATE TRANSFER TAX ACT,  
1-2-80  
DATE: *11/26/79*  
BUYER, SELLER: *Fred Evans, Jolene Evans*

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Document Number  
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