

67-43 2409/54093 3 and 5 by 5

25 321 965

24586781

DEED IN TRUST

This Indenture Witnesseth, That the Grantor GARTH CONSTRUCTION COMPANY, INC.

of the County of COOK and State of ILLINOIS for and in consideration of

TEN AND NO/100 (\$10.00) Dollars.

and other good and lawful considerations in hand paid. Convey and Warrant unto the GUARANTY BANK & TRUST COMPANY, a banking corporation organized and existing and authorized to accept and execute trusts under the laws of the State of Illinois, or Trustee under the provisions of a Trust Agreement dated the 11th day of

AUGUST 19 78 known as Trust Number 20427 the following described real estate in the County of COOK and State of Illinois, to-wit:

LOTS 14 AND 15 IN BLOCK 2 IN WHITE AND COLEMAN'S STONY ISLAND BOULEVARD SUBDIVISION OF THE NORTH HALF (N $\frac{1}{2}$ ) OF THE SOUTH EAST QUARTER (SE $\frac{1}{4}$ ) OF THE NORTH EAST QUARTER (NE $\frac{1}{4}$ ) OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.....

10<sup>00</sup>

COOK COUNTY RECORD  
FILED FOR RECORD  
10 JAN 16 PM 1:15

RECEIVED

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This Instrument prepared by  
Guaranty Bank and Trust Company

B. *[Signature]*

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, and to vacate and subdivision of part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant leases to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a purchaser or successors in trust and to grant to each 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 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 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 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 part, title or interest in or about or easement 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, 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 real estate shall be conclusive evidence in favor of every person relying upon or 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 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) 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 ever beneficiary hereunder and all persons claiming under them or any of them shall be only 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 words of similar import, in accordance with the statute in such case made and provided.

And the said grantor 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 for sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid ha hereunto set hand and seal this 11th day of AUGUST 19 78

GARTH CONSTRUCTION COMPANY, INC.

(SEAL) BY: *[Signature]* (SEAL)

24586781  
25 321 965

UNOFFICIAL COPY

RECORDED 16 FEB 20  
COOK COUNTY ILLINOIS  
RECORDED *through*

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS. AUG 13 1978 114 EMILY T. SAWICKI 21586781 -- REC 10.15

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
GARTH CONSTRUCTION COMPANY, INC.

personally known to me to be the same person whose name \_\_\_\_\_ 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 seal this  
11th day of August A.D. 1978  
Emilia T. Sawicki

25 321 965

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, Caryn Jo Geisler  
a Notary Public in and for said county, in the state  
aforesaid, do hereby certify that

GARTH CONSTRUCTION COMPANY, INC

personally known to me to be the same person whose  
name \_\_\_\_\_ subscribed to the foregoing instrument,  
reappeared before me this day in person and acknow-  
ledged 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 Geisler seal his  
14th day of January A.D. 1980

Caryn Jo Geisler  
NOTARY PUBLIC  
COOK

25321965

UNOFFICIAL COPY

Property of Cook County Clerk's Office



Notary Public

My Commission Expires March 1978

10.00 MAIL

Exempt under provisions of Paragraph 4, Section 6, Real Estate Transfer Tax Act

8-16-78 Date

Buyer, Seller or Representative

24586781

DEED IN TRUST

TO  
GUARANTY BANK & TRUST COMPANY c/s  
TRUSTEE UNDER TRUST AGREEMENT  
NUMBER 20437

PROPERTY ADDRESS  
8134 Stony Island Avenue

MAIL TO  
Hand to

BOX 533

GUARANTY BANK & TRUST COMPANY  
Stony Island Avenue at 68th Street  
CHICAGO 60649  
Bullerfield 8-2400

END OF RECORDED DOCUMENT