

# UNOFFICIAL COPY

10<sup>45</sup> MAIL

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DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors James Melvin Payne, Jr. and Betty J. Payne, his wife

of the County of Cook and State of Illinois for and in consideration of Ten and 00/xx Dollars, and other good and valuable considerations in hand paid, Convey and Quit Claim unto the MATTESON-RICHTON BANK, a corporation duly organized and existing under the laws of the United States and qualified to do a trust business under and by virtue of the laws of the State of Illinois, whose principal place of business is Matteson, Illinois, as Trustee under the provisions of a trust agreement dated the Second day of November, 1979, known as Trust Number 76-951, the following described real estate in the County of Cook and State of Illinois, to-wit: Lot 29 in Richton Hills Sub-division, a part of the S. E. 1/4 of Sec. 27, Township 35 North, Range 13, East of the 3rd Meridian, according to the plat thereof which was recorded June 17, 1965 in Plat Book 659, page 22, in the office of the recorder of Cook County, Ill. as Doc. #19498457, in Cook County, Ill.

This instrument was prepared by David L. Choate, 7756 S. Harlem Bridgeview, Ill.

TO HAVE AND TO HOLD the said premises with the appurtenances appertaining thereto and for the uses and purposes herein and in said trust agreement set forth Full power and authority is hereby granted to said trustee or trustees to manage, protect and subdivide said premises on any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision of part thereof, and to resell said premises 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 contract 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 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 sell, to lease 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 respectively, in the name of Trustee, for the purpose of paying 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, cancel 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 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 moneys borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, but he shall 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 he shall be obliged to execute, record, and deliver every instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of the 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 trust, its conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereof, and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and that the trustee has made for a successor or successors in trust that such successor or successors in trust have been properly appointed and are fully vested with all the 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 its earnings, assets 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, assets 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 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 waives and releases any and all right or benefit under and to the said lands and all statutes of the State of Illinois, providing for the exemption of homesteads from sale or execution of judgments.

In Witness Whereof, the grantor S aforesaid has VE hereunto set their day of November, 1979

James Melvin Payne Jr. Betty J. Payne (Seal) (Seal) (Seal)

State of Illinois, County of Cook



I, David L. Choate, a Notary Public in and for said County in the state aforesaid, do hereby certify that James Melvin Payne Jr and his wife, Betty J. Payne

personally known to me to be the same persons whose names 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 right of homestead. Given under my hand and notarial seal this 9th day of November, 1979

David L. Choate (Signature) Notary Public

MATTESON-RICHTON BANK MATTESON, ILLINOIS 60443

For information only insert street address of above described property

END OF RECORDED DOCUMENT