

UNOFFICIAL COPY

WARRANTY-DEED IN TRUST

26 865 038

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Lawrence R. Johnston and Margaret M. Johnston, his wife,

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 10/100 Dollars (\$ 10.00*)

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto FORD CITY BANK AND TRUST CO., a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trust within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 25th day of January, 19 79, and known as Trust Number 2603, the following described real estate in the County of Cook and State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Unit Number 119 in Lawncastle Condominium as delineated on a survey of the following described real estate:
Part of Lot 45 in Lake Louise Apartments Fifth Addition, being a Subdivision of Part of the North East 1/4 of Section 17, Township 37 North, Range 13 East of the Third Principal Meridian, and Part of Lot 1 in Lake Louise Apartments Third Addition being a Subdivision of Part of the North East 1/4 of Section 17, Township 37 North, Range 13 East of the Third Principal Meridian.
Subject to:
Mortgage dated October 24, 1979 and recorded November 23, 1979 as Document 25253494 made by Douglas H. Pletcher and Mary E. Pletcher, his wife to Ford City Bank and Trust Company, a Corporation of Illinois, to secure a Note for \$52,600.00;
General taxes for the year 1981 and 1982 and subsequent years, building, building lines and use or occupancy restrictions, conditions and covenants of record, zoning and building laws or ordinances, party wall and easement agreements, roads and highways.

Exempt under provisions of Paragraph 6
Real Estate Transfer Tax Act.
Date Nov 1, 1983
By: [Signature]
Deputy, Seller or Keeper

26 865 038
Recorder's Office

UNOFFICIAL COPY

Property of Cook County

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1983 NOV 16 PM 3:02

Sidney H. Olson
RECORDER OF DEEDS
26865038

THIS INSTRUMENT WAS PREPARED BY
EDWARD C. SWEIGARD
7601 S. Cicero
Chicago, Ill.

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust 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 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 of all the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber, in whole or in part, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the future, and upon any term and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time as aforesaid, 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 in 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 encumbrances appertaining 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 do 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 to whom 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 purchase money, or any money borrowed or advanced on said real estate, or be obliged to see that 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 Registrar of Titles of said county) 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 all instruments thereto, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such 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 it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of 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 or liability 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 whomsoever 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 the current profits 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 hereof 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 Registrar of Titles is hereby directed not to register or note in the certificate of title or certificate of title memorial, the words "in trust," or "upon conditions," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and no person shall 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 land is in accordance with the true intent and meaning of the trust.

And the said grantors 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 h/ve hereunto set THEIR hand and seal this 1st day of November, 1983

Lawrence R. Johnston (SEAL) *Margaret M. Johnston* (SEAL)
Lawrence R. Johnston Margaret M. Johnston

State of Illinois } I, the undersigned a Notary Public in and for said County, in
County of Cook } SS. the state aforesaid, do hereby certify that Lawrence R. Johnston and
Margaret M. Johnston, 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 1st day of November, 1983
Stella S. Krieger
Notary Public

GRANTEE
MAIL TO: FORD CITY BANK AND TRUST CO.
7601 South Cicero Avenue
Chicago, Illinois 60652
10401 S. Menard
Oak Lawn, IL 60453

FORM NO. 69315
Recorder for ILLIANA FINANCIAL INC.
For information only insert street address of above described property.

A933452 DfDall

Johnston
Section 4

This space for affixing Riders and Revenue Stamps

10.00

26 865 038

Document Number

END OF RECORDED DOCUMENT

BOX 533