

# UNOFFICIAL COPY

26884801

This Indenture Witnesseth, That the Grantor S. DAVID L. BURGESS and  
MARGARET E. BURGESS, husband and wife,

of the County of Cook and State of Illinois for and in consideration  
of TEN (\$10.00) and no/100 Dollars, and other good and valuable considerations in hand paid, Convey  
and Warrant \_\_\_\_\_ unto the FIRST NATIONAL BANK OF EVERGREEN PARK, a national banking  
association existing under and by virtue of the laws of the United States of America, its successor or successors as Trustee  
under the provisions of a trust agreement dated the 16th day of August 19 83, known as  
Trust Number 7433 the following described real estate in the County of Cook and State  
of Illinois, to-wit:

Lots 45 and 46 in Block 1 in Gould's Subdivision of the  
West 3/4 of the Northwest 1/4 of the Northwest 1/4 of  
Section 1, Township 37 North, Range 13, East of the  
Third Principal Meridian, in Cook County, Illinois.

PROPERTY ADDRESS: 726 S. Utica, Ev. Pk., Il. 60642

Grantee's Address: 3101 West 95th Street, Evergreen Park, Illinois 60642

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 options 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, to leases to commence in present or  
in futuro, and upon any terms 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  
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 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 part  
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 every beneficiary hereunder 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 other disposition of said real estate, and such inter-  
est 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 here unto set \_\_\_\_\_ their \_\_\_\_\_ hand, S and  
seal S this 16th day of August 1983.

(SEAL) David L. Burgess (SEAL) Margaret E. Burgess  
DAVID L. BURGESS MARGARET E. BURGESS

(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_

This instrument was prepared by: Odelson & Associates, 3318 W. 95th St. - Evergreen Park, IL 60642

This property is exempt pursuant to Paragraph E.

BURTON S. ODELSON

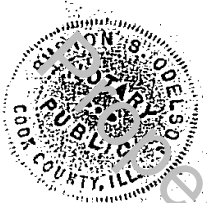
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STATE OF ILLINOIS } SEC. 5-83 BURTON S. ODELSON, 24884801 A - REC 10.00  
COUNTY OF COOK }

a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID L. BURGESS and MARGARET E. BURGESS,  
husband and wife,

personally known to me to be the same person S 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 the right of homestead.



GIVEN under my hand and notary seal this  
16th day of August A. D. 19 83  
Burton S. Odelson  
Notary Public.

My commission expires February 3, 1985

5 DEC 63 11:11



Deed in Trust  
WARRANTY DEED

TO  
THE FIRST NATIONAL BANK OF  
EVERGREEN PARK  
3101 WEST 95TH STREET  
EVERGREEN PARK, ILL.  
TRUSTEE

BOX 223

24884801

END OF RECORDED DOCUMENT