

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

26 994 112

The above space for recording fees only

THIS INDENTURE WITNESSETH, That the Grantor, MARSHALL A. NYSTROM MARRIED ALISON NYSTROM, AS TO AN UNDIVIDED 1/24

of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN AND 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto MOUNT GREENWOOD BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 10TH day of MARCH 1982, and known as Trust Number 5-0489, the following described real estate in the County of COOK and State of Illinois, to-wit:

Lots 1 and 2 in William Esch's Subdivision of Block 33 in Jones Subdivision of the West 1/2 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian (except certain tracts conveyed), in Cook County, Illinois.

SUBJECT TO: Covenants and conditions of record and general real estate taxes for 1983 and subsequent years.

10.00

NOTE: This is note homestead property as to Alison Nystrom.

I hereby declare that the attached deed represents a transaction exempt from taxation under the Chicago Transfer Tax Ordinance by paragraph (b) Section 221-2B6 of said ordinance.

I hereby declare that the attached deed represents a transaction exempt under provisions of Paragraph Section 4 of the Real Estate Transfer Tax Act.

Revenue Stamp

Full power and authority is hereby granted to said Trustee to improve, maintain, protect, and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on said real estate, to convey either with or without consideration, to lease, to subdivide said real estate 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 real estate, or any part thereof, to lease, to subdivide said real estate or any part thereof, to convey or lease or otherwise convey, 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 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 not exceeding in the case of any single demise the term of 99 years, and to grant 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 real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to lease, to convey, to assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part and parcel 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 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 any part thereof, 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, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this Trust Agreement 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 in any case 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 Cook County) relying upon or claiming under said Trust Agreement.

(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 terms, conditions and covenants contained in this Indenture and in said Trust Agreement or in all amendments 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, trust deed, lease, mortgage or other instrument, and (d) that 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 the trust or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Mount Greenwood Bank, individually, 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 any of 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 hereinafter in or about said real estate, any 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 Trustee, and any contract obligation or indebtedness incurred or entered into by the Trustee shall have no obligation whatsoever with respect to any such contract obligation or indebtedness, except only so far as the Trustee and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof.

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, in and to the earnings, avails 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 Mount Greenwood Bank 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 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, change or other dealing involving the registered lands is in accordance with the true intent and meaning of this trust.

And the said grantor hereby expressly waives and releases 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 of claims.

In Witness Whereof, the grantor, aforesaid has hereunto set his hand and seal this 10th day of February 1984. Marshall A. Nystrom

State of Cook, Ill. 1. DONNA L. MURPHY, a Notary Public in and for said County, in the state aforesaid, do hereby certify that MARSHALL A. NYSTROM MARRIED TO ALISON NYSTROM

personally known to me to be the same person whose name MARSHALL A. NYSTROM subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 14th day of February 1984.

Notary Public

Mount Greenwood Bank 3052 WEST 111TH STREET CHICAGO, ILLINOIS 60655 445-4500

98138-S-H Co.

For information only insert street address of above described property.

This instrument prepared by James T. Mosler 10020 S. Western Ave. Chicago, IL 60643

MAIL to BOV 333

Document Number 26 994 112

Property 2029-318-016

3/1/84

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511 APR 35

CHIEF CLERK, COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Edneyff Olson*

RECORDER OF DEEDS

1984 MAR -6 AM 10:57

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COOK COUNTY, ILLINOIS

THIS DOCUMENT IS A COPY OF THE ORIGINAL RECORD AS FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE RECORDER OF DEEDS IS NOT RESPONSIBLE FOR THE CONTENTS OF THIS DOCUMENT.

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CHIEF CLERK, COOK COUNTY, ILLINOIS

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