

26358831

This Indenture Witnesseth, That the Grantor s-----

JAMES SMITH AND MARY SMITH, his 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 4th day of August 1982, known as

Trust Number 6883 the following described real estate in the County of Cook and State

of Illinois, to-wit:

Unit 31 in the Devonshire Condominium, as delineated on a survey of the following described real estate: Lot 84 in Frederick H. Bartlett's Palos Township Farms Second Addition, being a subdivision of Lots 36 to 41 inclusive in Frederick H. Bartlett's Palos Township Farms First Addition, being a Subdivision of the West 3/4 of the South half of the South half of the North West quarter, also the West 33 feet of the East quarter of said South half of the South half of the North West quarter of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian, also the West 3/4 (except the South 33 feet thereof) of the North half of the North half of the South West quarter and also the West 33 feet of the East quarter of said North half of the North half of the South West quarter of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded April 28, 1980 as Document 2,438,79, together with its undivided percentage interest in the common elements, as defined and set forth in said Declaration and Survey.

Property Address: 9051 S. Roberts Rd., Hickory Hills, Illinois

Grantee's Address: 3101 West 95th Street, Evergreen Park, Illinois 6042

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, by lease 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 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, 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 consideration, 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 to 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 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 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 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 and seal this 5th day of August 1982.

(SEAL) [Signature] (SEAL)

(SEAL) [Signature] (SEAL)

This instrument was prepared by: Joseph C. Bielecki 3101 W. 95th St., Ev. Pk., Ill.

Exempt under provisions of Paragraph Section 4, Real Estate Transfer Tax Act (SEAL)

8-12-82 [Signature] Buyer, Seller or Representative

26358831

UNOFFICIAL COPY

SEP 22 10 49

RECORDED

STATE OF Illinois } SEP-22-82 6 5 0 2 3 3 26358831 A -- REC 10.00  
COUNTY OF Cook } sst. 1, the undersigned

a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_

JAMES SMITH AND MARY SMITH, his wife

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 4th day of August A. D. 19 82

*Rose Maylan*  
Notary Public.

My commission expires \_\_\_\_\_



NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES APR. 23 1983  
ISSUED THROUGH ILLINOIS NOTARY ASSOC.



26358831

Deed in Trust  
WARRANTY DEED

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

FIRST NATIONAL BANK OF EVERGREEN PARK

RDX 223

THE FIRST NATIONAL BANK OF EVERGREEN PARK, ILL.

END OF RECORDED DOCUMENT