

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Sidney N. Olson  
RECORDER OF DEEDS

1982 OCT 21 PM 12: 54

26387480

The above space for recorder's use only

## QUIT CLAIM DEED IN TRUST

Rev. TR 101

68-76-5532

25-07-204-005

THIS INDENTURE WITNESSETH, That the Grantor, ROBERT J. MC GRATH and CAROL MC GRATH, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim unto BEVERLY 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 16th day of June 1980, and known as Trust Number 8-6823, the following described real estate in the County of Cook and State of Illinois, to-wit:

The West 45 feet of Lot 15 in Howe's Subdivision at Longwood of Lots 110 to 113 inclusive of Block 6 in Hilliard and Dobbins 1st Addition to Washington Heights, being a subdivision of the East 1/2 of the North East 1/4 of Section 7 and the North West 1/4 of Section 8, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO Covenants, conditions and restriction of record. General taxes for 1980 and subsequent years.

TO HAVE AND TO HOLD the said real estate 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 impose, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways 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 any terms, to convey, lease, or otherwise dispose of 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, in mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, 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 125 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 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 appurtenant 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 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, 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, rent or 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 to be satisfied 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, and no amendment, modification or limitation contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, (a) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease or other instrument, and (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease or other instrument, and (d) that the conveyance is made to a successor or successor 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, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Robert J. McGrath, 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 in or by or for or by 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 by 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 the name of the then beneficiaries under said Trust Agreement as their attorneys-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee in his own name, as Trustee of an express trust, and not individually and the Trustee shall have no obligation with respect to any such contract, obligation or indebtedness entered into 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 who have or who may hereafter have any interest in said real estate, or any part thereof, shall be deemed to have notice of the contents 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 in the earnings, 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, together with any interest therein, so far as the proceeds thereof are so provided, the intention hereof being to vest in said Beverly Bank the entire legal and equitable title, in fee simple, to 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 issue 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, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the 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 or otherwise.

In Witness Whereof, the grantor aforesaid have hereunto set their hands and seals this 20th day of July 1982

Robert J. McGrath [SEAL] Carol McGrath [SEAL]  
[SEAL] [SEAL]

State of Illinois } SS. I, Michael D. Walsh a Notary Public in and for said County, in  
County of Cook } the state aforesaid, do hereby certify that Robert J. McGrath  
and Carol McGrath, his 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 seal this 18th day of October 1982  
Michael D. Walsh  
Notary Public



Beverly Bank  
Box No. 90

For information only insert street address of above described property.

10.00

END OF RECORDED DOCUMENT

3707  
REAL ESTATE TRANSACTION TAX  
REVENUE OCT 21 1982  
STATE OF ILLINOIS  
CITY OF CHICAGO  
RECORDING DIVISION  
21  
26387480  
26387480  
COOK CO. NO. 016  
37427  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
CITY OF CHICAGO  
RECORDING DIVISION  
26387480