

UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1984 NOV -7 AM 9:52

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WARRANTY DEED IN TRUST



The above space for recorder's use only

The Grantors Laurance G. Beaugureau and Martin H. Maas, also known as Martin Maas

of the County of Cook and State of Illinois, for and in consideration of Ten and no/100 Dollars, and other valuable considerations paid, Convey and Warrant to EDGEWOOD BANK, 1023 West 55th Street, Countryside, Illinois 60525, an Illinois banking corporation and qualified to accept and execute trusts under the laws of Illinois, as Trustee under a Trust Agreement dated the 11th day of November, 1983, known as Trust Number 192, the following described real estate in Cook County, Illinois:

The South 125 feet as measured on the East line thereof of Lot 2 in Allen and Cottle Subdivision in the East 1/2 of the North East 1/4 of Section 17, Township 38 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded September 7, 1956 as Document 16691747, in Cook County, Illinois.

10.00

Permanent Index No. 18-17-200-029-0000

TO HAVE AND TO HOLD the said real estate with the appurtenances attached thereto upon the trusts and for the uses and purposes stated herein and in said Trust Agreement.

Full power and authority is hereby granted to said trustee with respect to the real estate or any part or parts of it and at any time or times to subdivide and resubdivide; to dedicate parks, streets, highways and alleys and to vacate any portion thereof; to execute contracts as well as to exchange; to execute grants of options to purchase; to execute contracts to sell on any terms, either with or without consideration; to convey the 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 the trustee in default of said mortgage, or otherwise encumber the real estate, or any part thereof; to execute leases of the real estate, or any part thereof, from time to time, in possession or reversion, to commence in the present or in the future, and upon any terms and for any period or periods of time, not exceeding 198 years; to execute renewals or extensions of leases upon any terms and for any period or periods of time and to execute amendments, changes or modifications of leases and the terms and provisions thereof at any time or times hereafter; to execute contracts to make leases and to execute options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to execute contracts respecting the manner of filing the amount of present or future rentals to parties or to change it for other real or personal property; to execute grants of easements or changes of any kind, to release, convey or assign any right, title or interest in or about or encumbering appurtenant to the real estate or any part thereof, and to deal with the title to 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 title to the real estate to deal with it, whether similar to or different from the ways above specified and at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to the real estate to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the 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 thereunder by the 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 herein, and (c) that the 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 the title, estate, rights, powers, authorities, duties and obligations of the trust.

This conveyance is made upon the express understanding and condition that neither EDGEWOOD BANK, 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 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, or for the loss of or about said real estate, any and all such liability hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with this conveyance 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 discretion 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 except only 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, however, who shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of every beneficiary and of all persons claiming under them or any of them shall be only in the earnings, interest and proceeds arising from the sale or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the earnings, assets and proceeds thereof.

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 the certificate of title duplicate hereof, or memorial, the words "in trust", or "upon conditions", or "with limitations", or words of similar import, in accordance with the statute in such case so provided.

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 grantors aforesaid have hereunto set their hands and seal this 11th day of November, 1983.

Laurance G. Beaugureau (SEAL)
Martin H. Maas (SEAL)

Illinois
County of Cook ss.
Evelyn Stangorpe, a Notary Public in and for said County, do hereby certify that Laurance G. Beaugureau and Martin H. Maas, also known as Martin Maas

personally known to me to be the same persons 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 notarial seal this 11 day of November, 1983.

Commission expires June 30, 1986 Evelyn Stangorpe Notary Public

This instrument was prepared by Heather G. W'Kindt, Sidley & Austin, One First National Plaza, Chicago, IL 60603

Mail to: EDGEWOOD BANK 1023 W. 55th Street Countryside, Illinois 60525 RECORDERS BOX 333

ADDRESS OF PROPERTY: 5550 South Brainard Countryside, Illinois SEND SUBSEQUENT TAX BILLS TO:

69-76-284 W

Property of

This space for affixing Right and Revenue Stamp.
Margaret J. Hollmann T.O.
1-15-84

27 325 704

END OF RECORDED DOCUMENT