

UNOFFICIAL COPY

65-02585102017

DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR,

Helen M. Johnson, a widow and not since remarried
of the County of Cook and State of Illinois, for and in consideration
of the sum of Ten and no/100ths Dollars (\$ 10.00).

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys and
Warrants unto BRIDGEVIEW BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a
certain Trust Agreement, dated the 11th day of July, 1985, and known as Trust Number 1-1383
the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 3 and the East half of Lot 2 in Frank DeLugach's Kedzie Beverly Hills
Subdivision, being a Subdivision of that part of the West half of the
North West quarter of Section 13, Township 37 North, Range 13, East of
the Third Principal Meridian, and lying West of West right of way of
Grand Trunk Railway in Cook County, Illinois.***

P.I.N. 24-13-100-048

TO HAVE AND TO HOLD the land aforesaid 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 defend said real estate or any part thereof, to dedicate parts, streets, highways or alleys and to facilitate any subdivision or part thereof, or to sell, divide said real estate and real estate 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 real estate or any part thereof to a successor or successors in title and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to lease, to sublease, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease and real estate by any part thereof, from time to time, in possession or reversion, to let, 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 100 years, and to renew, 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 real estate, 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 government 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, 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 such purchase money, rents 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 to be obliged to inquire into the authority, 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 even if said Trustee, or any successor in trust, has been fully authorized, mortgaged, leased or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall the cumulative evidence in favor of every such act, including the Registrar of Titles of said county relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the Trustee and his 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 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 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 predecessors in trust.

This conveyance is made upon the express understanding and conditions that neither Bridgeview Bank and Trust Company individually or as Trustee, nor its successor or successors in trust shall incur any personal liability to the grantor or to any of his or her agents or attorneys may do or omit to do in or about the said real estate or under the provisions of the Deed and Trust Agreement or any amendment thereto, or to any person or property happening in or about said real estate, and all such liability being hereby expressly waived and released. This contract, obligation or indebtedness in writing, is entered into by the Trustee in connection with said real estate may be enforced by him 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 election of the Trustee, in its own name, as Trustee of an express trust and not individually, and the Trustee shall have no liability 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 that he applies and for the payment and discharge thereof. All persons and corporations whomsoever and whatever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each surviving beneficiary hereunder and under said Trust Agreement and of all persons claiming under them, or any of them shall be only in the earnings, avails and produce arising from the sale in any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, interest, legal or equitable, in or to said real estate as such but only in interest in earnings, avails and proceeds thereof as aforesaid. The indemnification herein being to said Bridgeview Bank and Trust Company 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 file 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 a form and provided.

And the said grantor, hereby expressly waives, releases, and disclaims all right or benefit under and by virtue of any and all statutes in the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, above signed her, this 11th day of July, 1985.

Helen M. Johnson (SEAL) *Edwina Gaskin* (SEAL)
Helen M. Johnson (SEAL)

STATE OF Illinois, I, Edwina Gaskin, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Helen M. Johnson, a widow and not since remarried,

personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVES under my hand and Notarial Seal this 11th day of July, 1985.

Edwina Gaskin

My commission expires June 28, 1987.

3139 West 103rd St., Chicago,

For information only insert street address of above described property

This instrument was prepared by James W. Haleas, Attorney at Law

7940 South Harlem Avenue

Bridgeview, Illinois 60455

GRANTEE:
BRIDGEVIEW BANK AND TRUST COMPANY
7940 South Harlem Avenue
Bridgeview, Illinois 60455

BOX 206

UNOFFICIAL COPY

RECORDED

85102017

Property of Cook County Clerk's Office

5653 # A * -85-102017
411.00
DEPT-01 RECORDINGS
141111 TRAN 7319 07/15/85 13:29:00
2102017

