

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

CHICAGO TITLE AND TRUST COMPANY

1985 JUL 16 AM 12:56

85 103 614

U 3 85 103 614

el PK  
1

69-95-287 DZ

THIS INDENTURE WITNESSETH, That the Grantor, Village of River Grove, a municipal corporation, created & existing under the Laws of the State of  
of the County of Cook and State of Illinois, for and in consideration of the sum of TEN no/100 Dollars (\$10.00), in land paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty S unto MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 14th day of February 1985, and known as Trust Number 85-02-4619, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 2 in River Grove Grand Subdivision, being a resubdivision of part of Vol: Brothers Second Addition to Chicago Home Gardens Subdivision in the Southeast Quarter of Section 26, Township 40 North, Range 12, East of the Third Principal Meridian, recorded March 10, 1921 as Document No. 7080184 in the Recorder's Office of Cook County, Illinois

11 00

Conveyance made pursuant to Chapter 24, Illinois Revised Statutes §11-74.3-3 (1983)

PI # 12-26-101-013, 014, 015, 016, 017, 018, + 020

8330-8336 W Grand Avenue, River Grove, Illinois

SUBJECT TO general real estate taxes for the year 1984 and subsequent years and all building lines, easements, conditions and restrictions of record.

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.

Ful power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or plat thereof, and to resubdivide said 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 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, in fee, to mortgage, lease or otherwise encumber said real estate, or any part thereof, to lease the whole or any part of the reversion and to contract regarding the manner of fixing the amount of present or future rentals, to purchase, 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 and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make a lease, to grant options to lease and options to renew leases and options to purchase the lease said real estate, or any part thereof, from or to any person, to grant easements or charges of any kind, 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 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 said real estate, or any part thereof, to do 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 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, deed 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 all amendments thereof, 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) 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.

This conveyance is made upon the express understanding and condition that neither The Midwest Bank and Trust Company, 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 done by them or by 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 thereof, or for injury to person or property hereinafter in or about said real estate, 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 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 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record 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, 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 The Midwest 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 in any of the above real estate is now or hereafter registered, the Registrar of Titles in this State shall be deemed to have notice of 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 therefrom, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the real estate lands 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 has hereunto set their hand and seal this 14 day of February 19 85

By: Thomas J. Tarney, President (SEAL) James R. Domschke, Village Clerk (SEAL)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Thomas J. Tarney, President of the Village of River Grove and James R. Domschke, Village Clerk

personally known to me to be the same person, S, whose name S 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 6 day of June 19 85  
Notary Public

Grantor's Address  
 Midwest Bank and Trust Company  
 1660 W. Madison  
 Elmwood Park, Illinois  
 60631

NE Corner Grand & Thatcher, River Grove  
 For information only insert street address of above described property.

NO TAXABLE CONSIDERATION  
 CHICAGO TITLE AND TRUST COMPANY  
 Box 333  
 111 WEST WASHINGTON  
 CHICAGO, ILLINOIS 60602  
 ATTN: Kuech 1101031

Document Number  
 85 103 614