

# UNOFFICIAL COPY

85217964

## WARRANTY DEED IN TRUST

## COOK COUNTY, ILLINOIS FILED FOR RECORD

1985 OCT -3 AM 11:01

85217964

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, TODD R. NOBLE and BETTYE J. NOBLE, his wife, as joint tenants,

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 Warrant \_\_\_\_\_ unto MATTESON-RICHTON BANK, a 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 6th day of April, 1985, and known as Trust Number 74-1479, the following described real estate in the County of Cook and State of Illinois, to-wit:

THE SOUTH 13 1/3 FEET OF LOT 5, ALL OF LOTS 6, 7 AND 8, AND THE NORTH 13 1/3 FEET OF LOT 9, IN BLOCK 3 IN RUSSELL'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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SUBJECT TO 30-08-410-024 1/2 and  
30-08-410-041

### Real Estate Tax #

TO HAVE AND TO HOLD the said real estate with the appurtenances thereto in the trust, 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 real estate or any part thereof, to dedicate parts, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as desired, to contract to sell or to grant options to purchase, to sell on any terms, to convey either in fee simple or in any other interest or estate, or to lease or to let, or to give any right or option to purchase, or to mortgage, lend or otherwise encumber said real estate, or any part thereof, to lease and real estate, or any part thereof, from time to time, in possession or reversion, to contract to commence in possession in future, and upon any terms and for any period or periods of time so 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 give options to lease and options to renew leases and options to purchase the whole or any part of the real estate or any part thereof, for other real or personal property, in grants, regrants or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof; and to do all acts necessary to effect any of the foregoing and to make all such conveyances, assignments, transfers, releases, mortgages, leases, options, covenants, and breeding upon all beneficiaries thereunder, (all that said Trustee, or any successor in trust, was duly authorized and empowered to do and to do in and deliver over such deed, trust deed, lease, mortgage or other instrument and (b) if the conveyance it 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 predecessor in trust).

This conveyance is made upon the express understanding and condition that neither Columbia National Bank of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything it or they or its or their agent 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 in 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 it, 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 to do such purposes, or at the election of the Trustee, in its own name, or Trustee of an express trust and nothing contained in the Trust Agreement shall obligate him/her with respect to any such contract, obligation or indebtedness except only so far as the trustee, agent and funds are retained by the Trustee therefor. This Deed will be open to inspection for the examination 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 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, such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the interest himself being to vest in said Columbia National Bank of Chicago the entire legal and equitable title, but for example, 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 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 remain liable for the payment of any taxes, fees, expenses, costs, or other charges, or copy thereof, or any interest thereinfrom, or evidence that any transfer, charge or other dealing involving the registered land is in accordance with the true intent and meaning of the trust.

And the said grantor, hereby expressly waives, 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 TODD R. NOBLE aforesaid he do herebyunto set his hand and seal September 21st 1985.

Todd R. Noble Bettye J. Noble  
TODD R. NOBLE BETTYE J. NOBLE

State of Illinois, the undersigned, a Notary Public in and for said County, in County of Cook, do hereby certify that Todd R. Noble and Bettye J. Noble, his wife,

personally known to me to be the same person, whose name is Todd R. Noble and Bettye J. Noble, his wife, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument voluntarily, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Being under my hand and notarial seal this 21st day of September, 1985.

Notary Public

Return to: Mattheson-Richton Bank  
Route 30 and Kostner Avenue  
Mattheson, IL 60443  
ATTN: Trust Dept.

588 Forsythia St.  
COLUMBUS, OHIO, U.S.A.

For information only insert street address of above described property.

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RECORDED FROM ILLINOIS FINANCIAL, INC.

Property of Cook  
Section 4  
Real Estate Transfer Tax Rec  
907-85  
Date  
85 217 964