

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

85253407

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor S. THOMAS H. BENTON, divorced and not since remarried, and DENISE W. BENTON, divorced and not since remarried,

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 LA GRANGE BANK & TRUST COMPANY, 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 21st day of June 19 79, and known as Trust Number 5468, the following described real estate in the County of Cook and State of Illinois, to-wit:

PARCEL 1: The South 75 feet of Lot 1 in Worswick's Subdivision of Lots 1 and 2 (except the North 7 feet of Lot 1) in Block 2 in Kettlestrings Addition to Harlem in the North West 1/4 of Section 7, Township 39 North Range 13 east of the Third Principal Meridian, in Cook County, Illinois, and

PARCEL 2: The North 2 1/2 feet of the South 77 1/2 feet of Lot 1 in Worswick's Subdivision of Lots 1 and 2 (except the North 7 feet of Lot 1) in Block 2 in Kettlestrings Addition aforesaid in Cook County, Illinois.

PERMANENT REAL ESTATE INDEX NUMBER: 16-07-103-016 M1

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with all 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 subdivide said real estate or any part thereof, to dedicate parks, streets, alleys, and to create any subdivision or part thereof, and to mortgage said real estate, or any part thereof, to sell, to grant options to purchase, to sell on any term, to convey either with or without consideration, to convey said real estate, or any part thereof, to a successor or successors in trust, or to grant such successor or successors in trust all the title, estate, powers and authorities vested in said Trustee, to donate to dedicate to or 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 "easement, by leases 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 lease the term of 199 years, and to renew or extend leases upon any terms and for any period or periods of time, or 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 compete respecting the manner of fixing the amount of present or future rentals, or partitions 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 an easement appurtenant to said real estate or any part thereof, and to deal with the same whether limited to any different time or times hereafter.

In the event of any default under this Indenture or in successions in trust in relation to said real estate or any part thereof, or from 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, he or she shall be obliged to act in the application of any particular sum of 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 amount, necessity or expediency of any act of said Trustee or be obliged or privileged to institute into any of the terms of said Trust Agreement, and every deed, trust, 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 or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and "a 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 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 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 LA GRANGE BANK & TRUST COMPANY individually or as Trustee, nor its successors or assigns, shall be liable for any expenses, losses, damages, costs, attorney fees, or any other liability arising out of or resulting from any action of, or by, any of them, or their agents or attorneys, made or committed to do in or about the said real estate or under the provisions of this Deed, Trust Agreement, any amendments thereto, or the injury to persons or property happening in or about said real estate, any and all such liability being held by each party to this Deed, Trust Agreement, any amendments thereto or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the true beneficiaries under said Trust Agreement, and 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 the 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, rents and proceeds arising from the sale of 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 LA GRANGE BANK & 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 enter or note in the certificate of title or documents thereof, 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 S. aforesaid have hereunto set their hands and seals this 15th day of October 19 85.

THOMAS H. BENTON

(SEAL)

DENISE W. BENTON

(SEAL)

(SEAL)

State of Illinois } ss. I, LOUIS R. MARCHI a Notary Public in and for said County of Cook in the state aforesaid, do hereby certify that Thomas H. Benton and Denise W. Benton

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

Given to me this 15th day of October 19

My Commission Expires October 3, 1987  
Notary Public

Issued by Louis Marchi  
LaGrange Bank & Trust Company

MAIL TO: 14 SOUTH LA GRANGE ROAD  
LAGRANGE, ILLINOIS 60525

423 North Kenilworth Avenue, Oak Park  
For information only insert street address of above described

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