

WARRANTY DEED IN TRUST

86576632

Handwritten: Jody 51073378

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Patricia L. Engels and Henry W. Engels, husband and wife

of the County of Kankakee 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 Warranty 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 29th day of May 1979, and known as Trust Number 74-841, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 20 and 21 In County Clerk's Division of West 1/2 of the Southwest 1/4 of Section 26, Township 35 N, Range 13 East of the 3rd Principal Meridian, in Cook County, Illinois.

This instrument is subject to:

Mortgagor: Henry W. Engels and Patricia L. Engels, his wife
Mortgagee: Chicago Heights Federal Savings and Loan Assoc.
Dated: October 29, 1976 Amount: \$27,000.00
REcorded: November 12, 1976 Document: 23 708 721

DEPT-01 RECORDING \$11.25
T#444 TRIN 0565 12/26/87 12:22:00
#3305 # D 86-576632 6:43:32
COOK COUNTY RECORDER

SUBJECT TO

Real Estate Tax 51-26-500-070 Volume 180

AND TO HOLD the said real estate with the appurtenances thereon in 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 parks, streets, highways or alleys and to make any subdivision or part 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 any one or more of its successors in trust and to grant to such successor or successors in trust all of the title, estate, power and authorities vested in said Trustee to donate, to dedicate, to mortgage, to 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 reversion, by lease to commence in the 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 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 leases and to grant options to lease and options to purchase the whole or any part of the real estate and to contract respecting the manner of fixing the amount of present or future rent, its position or to fix, change said real estate, or any part thereof, for other real or personal property, to grant easements in charge of any kind, to release, convey or assign any rights, title or interest in or about or equipment 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 or in different form, in the ways above specified or any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to any lease, 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 the authority, necessity or expediency of any act of said Trustee, or be obliged or permitted 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 non-voidable lease or other instrument, executed at the time of the delivery thereof, the trust created by this Indenture and said Trust Agreement was in full force and effect, (b) that such non-voidance of other instrument was executed in accordance with the terms, 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) that the conveyance is made to a successor or successors in trust, that such a trustee or successors in trust have been properly appointed and are fully vested with all the title, rights, powers, authorities, duties and obligations of the trust or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Columbia National Bank, its agents, 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 do or do not do in or about the said real estate or under the provisions of this Indenture or any amendment thereto, or for default in person or property happening in or about said real estate, and that all such liabilities being hereby expressly waived and released. Any such liability, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be incurred by or in the name of the then beneficiaries under said Trust Agreement as their attorney in fact, hereby reasonably 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, assets 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, assets and proceeds thereof as aforesaid, the interest hereof being to vest in said Columbia National Bank of Chicago the entire legal and equitable title in fee simple in and to all of the real estate above described.

If the use 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 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 Patricia L. Engels and Henry W. Engels hereunto set their hands and seals this 1st day of August 1985.

Notary Public section with signature of Marjorie W. Payne, dated 12-26-87. Includes a 'MAIL TO' stamp.

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

22116 Richton Rd, Richton Park 60471

11 MAIL stamp

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UNOFFICIAL COPY

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