

**WARRANTY DEED IN TRUST**

**UNOFFICIAL COPY** 86368705  
This abstract is made for record purposes only.

THIS INDENTURE WITNESSETH, That the Grantors, James H. Dotts and  
Suzanne Dotts, His Wife,

of the County of Cook and State of Illinois, for and in consideration  
of the sum of Ten Dollars (\$ 10.00 ),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged,  
Convey            and Warrant            unto MOUNT GREENWOOD BANK, 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 8th day of August 86,  
and known as Trust Number 5-0720, the following described real estate in the County of Cook  
and State of Illinois, to wit:

Lot 14 in J. E. Merrion's Country Club Hills Sixth Addition, a Sub-division of part of the West 3/4 of the North West 1/4 of Section 26, Township 36<sup>th</sup> North, Range 13, East of the Third Principal Meridian, according to the plat recorded December 2, 1958 as Document Number 17,392,954, in Cook County, Illinois.

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money, rent or monies borrowed or advanced on said real estate, or be obliged to see that the sums of this trust have been paid with, or the title to land held by, and the title to all buildings and fixtures on land, or any other instrument executed by and to Trustees, or to any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the registrars 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 trust created by this indenture and by said First Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and by said First Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute the same, (d) that the title to the property so leased, mortgaged or otherwise disposed of, has been properly appointed and is fully vested with the said Trustee, or trustee, in power, authority, dutes and other rights of his, its or their successors in trust, (e) that the title to the property so leased, mortgaged or otherwise disposed of, has been properly appointed and is fully vested with the said Trustee, or trustee, in power, authority, dutes and other rights of his, its or their successors in trust.

This conveyance is based upon the express understanding and condition that neither Mount Penn Bancorp, individually or as Trustee, nor its successor or assignee shall have any liability or be subject to any claim, judgment or decree of any of them or of its or their agents or attorneys for or in respect to any portion of the real estate or interest in the real estate, and that all such liability, debt, liability, unpaid principal amount, interest and other obligations of the Borrower to the Bank, shall be satisfied and released. Any claim, judgment or decree of any of them or of its or their agents or attorneys for or in respect to any portion of the real estate or interest in the real estate, and all such liability, debt, liability, unpaid principal amount, interest and other obligations of the Borrower to the Bank, shall be satisfied and released by the express agreement of their attorney-in-fact, hereinafter specifically appointed for such purpose, 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 with respect to any such claim, judgment or decree or liability or indebtedness except only for the amount of such claim, judgment or decree or liability or indebtedness which is paid by the Trustee.

The interest of each and every beneficiary underwriter and underwriter set forth in this Agreement of all persons claiming title to any of them shall be valid and binding upon the Bank, the Trustee and the other beneficiaries and the Bank, the Trustee and the other beneficiaries shall be entitled to receive the capital, assets and advances arising from the sale of any and every interest in any of the real estate, and any interest in the earnings, assets and proceeds thereof as hereinafter set forth. The intention hereof being to vest in the Bank and Mount Penn Bancorp, the entire legal and equity title to the real estate, in each and every one of them, and to all of

31 The title to any of the above real estate is now or hereafter registered. The Register of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof or memorandum the words "in trust," or "upon conditions," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Register 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 bonds is in accordance with the intent and meaning of the trust.

32 And the said grantor, John C. H. Smith, hereby expressly waives any and all release of his right or interest under and by virtue of any and all statutes of the state of New York relating to the registration of titles to real estate.

In Witness Whereof, the grantor S aforesaid have hereunto set their hands and  
S, the 9th day of August, 1986.

In Witness Whereof, the grantor, John C. H. Smith, aforesaid has hereunto set his hand and seal this 1<sup>st</sup> day of October, A.D. 1911.

personally known to me to be the same person as whose name is John C. Knoblock  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as theirs 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 8th day of August, 191916.

**3052 WEST 111TH STREET CHICAGO, ILLINOIS 60655**

**445-4500**

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3906 W. 167th Pl., Country Club Hills, Ill.  
No information under instant street address or above described appears.

This instrument prepared

Barbara J. Raison-ME.

**3052 West 111th Street**

*Chicago, Illinois 60655*

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