

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

87451770

FORM 1225 REV. 10-1-76 (10-1-76)

THIS INDENTURE WITNESSETH, That the Grantor, ANN HIGGINSON, a widow  
and not since remarried  
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 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  
13th day of August, 1987, and known as Trust Number  
87-08-5286, the following described real estate in the County of Cook and State  
of Illinois, to-wit:

Lot 15 and the South Half of Lot 16 in Block 2 in Clark and  
Seaton's Addition to Mont Clare, being a Resubdivision in  
the Southwest Quarter of Section 30, Township 40 North, Range  
13, East of the Third Principal Meridian, in Cook County,  
Illinois.

Property Address: 2637 N. Mont Clare

PIN: 13-30-24-008

E. B. Hill

This is a WARRANTY DEED

Property

2637 N. Mont Clare  
Elmwood Park, IL 60680

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto 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, highways or alleys and to execute any obligation or part thereof, and to resubdivide said real estate as often  
as desired, to contract to sell, to grant options to purchase, to sell or lease, to convey either with or without covenants, to convey said  
real estate or any part thereof to a successor or successors in trust, to execute or record any instrument in trust, to execute or record any  
powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part  
thereof, to lease and real estate, or any part thereof, from time to time, in person or by agent, 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 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, to execute and to grant options to lease and options to renew leases and options to  
purchase the whole or any part of the real estate and to contract to purchase the whole or any part of the real estate, to grant, to execute, 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 concerning any part of 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 to or different from the above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, be obligated to inquire into the validity of any act of said Trustee, or be obliged or  
privileged 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, lease 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 the Indenture and in said Trust Agreement or  
in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly  
authorized and empowered to execute and deliver every such 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 the said Trustee, his or their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither The Midwest Bank and Trust Company, Individually  
nor 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 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 happening in or about said real estate, any and  
all such liability being hereby waived and released. Any contract, obligation or liability 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 liability 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 interest hereof being to be paid to 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 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 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, aforsaid has her hand and  
seal this 13th day of August, 1987.  
Ann Higginson (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

State of Illinois ss. I, the undersigned a Notary Public in and for said County, in  
County of Cook the state aforesaid, do hereby certify that ANN HIGGINSON, a widow  
and not since remarried

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to  
the foregoing instrument, appeared before me this day in person and acknowledged that  
she signed, sealed and delivered the said instrument as her free and  
voluntary act, for the use and purposes therein set forth, including the release and waiver of the  
right of homestead.

Given under my hand and notarial seal this 13th day of August, 1987  
Scott Stewart  
Notary Public

Adam B. Gantke  
Midwest Bank and Trust Company  
1606 N. Roosevelt  
Elmwood Park, Illinois

2637 N. Mont Clare  
For information only insert street address of above described property.

Box 250

This space for affixing Lenders and Borrower Stamps

THIS DEED EXEMPT FROM TRANSFER STAMPS  
UNDER THE PROVISIONS OF PARAGRAPH 2  
SECTION 4, REAL ESTATE TRANSFER TAX ACT.

Document Number

87451770

Buyer, Seller, or Representative

*[Signature]*

8/13/87

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Property of Cook County Clerk's Office

RECORD & DEED EXAMINER  
COUNTY CLERK'S OFFICE  
112 N. WABASH ST. CHICAGO, ILL. 60602

87451770

DEPT-01 \$12.00  
T#0003 TRAN 5737 08/14/87 11:19:00  
#7545 : C # -87-451770  
COOK COUNTY RECORDER

12.00

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