

UNOFFICIAL COPY

WARRANTY-DEED IN TRUST

87575679

The above space for recorder's use only

71-24667W

THIS INDENTURE WITNESSETH, That the Grantor, **George L. Bruckert, Jr.,** Trustee under the Last Will and Testament of **George L. Bruckert, deceased** 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 **S** and Warranty **S** unto **FORD CITY BANK AND TRUST CO.** 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 **1st** day of **September**, 19**87** and known as Trust Number **4777**, the following described real estate in the County of **Cook** and State of Illinois, to wit:

LOTS 1 THROUGH 24, BOTH INCLUSIVE, AND OUTLOT 25 IN TARTAN RIDGE OF BURR RIDGE BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

55TH STREET AND WOODVIEW ROAD BURR RIDGE, ILL

Permanent Index Number: **18-18-101-002**

SUBJECT TO **easements and restriction of record and real estate taxes subsequent to the year 1986**

TO HAVE AND TO HOLD the said real estate with the appurtenances to 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, to erect and establish said real estate or any part thereof, to dedicate public streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate after ascertained by 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 a successor in trust and to grant to such successor or successors in trust all of the title, estate, 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 said real estate, or any part thereof, from time to time, in possession or reversion, to lease, to commence in possession or in reversion, and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period of years of time and to amend, to change, to modify, to lease, and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and option to purchase, to lease and options to purchase the whole or any part of the reversion and to contract respecting the manner of using the amount of present or future rentals, to partition or to hold, to sell 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 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 an executor or administrator of the same to deal with the same, whether similar or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to 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 moneys, rents or moneys 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 see to the validity or expediency 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 claiming the benefit of said deed, mortgage, lease, option, or having 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 fully in effect, (b) That it is a conveyance of other instrument was executed in accordance with the trust, conditions and limitations contained in this Indenture and in said Trust Agreement, and (c) That all amendments, thereof, if any, and binding upon all beneficiaries thereunder, (d) 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 (e) If the conveyance is made for 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 real estate in trust.

This conveyance is made upon the express understanding and condition that neither Ford City Bank and Trust Co., in its capacity 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 in or by or for or in the name of their agents or attorneys in connection with said real estate or under the provisions of this Deed or said Trust Agreement or for injuries to persons or property, happening in or about said real estate, and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness 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 beneficiary under said Trust Agreement as their names, or fact, hereby are so jointly appointed for such purposes, of 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 insofar 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, past, present and future, shall be charged with notice of this condition from the date of the filing for record of this Deed.

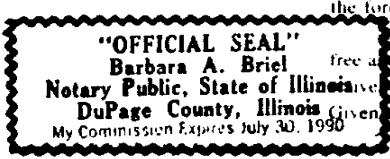
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them, shall be only in the earnings, assets and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title, 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 intent in here being to vest in said Ford City Bank and Trust Co. 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 on 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 passed, and said Trustee shall not be required to produce the said Trust 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 of 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 **George L. Bruckert, Jr.** hereunto set his hand and seal this **21st** day of **September**, 19**87**.
 (SEAL) *George L. Bruckert, Jr.* (SEAL)
 (SEAL) *Trustee* (SEAL)

State of **Illinois**)
 County of **Cook**) SS. **BARBARA A. BRIEL**, a Notary Public in and for said County, in the state aforesaid, do hereby certify that **George L. Bruckert, Jr.,** Trustee under the Last Will and Testament of **George L. Bruckert, Deceased,** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 **21st** day of **October**, 19**87**.



Barbara A. Briel
 Notary Public

GRANTEE

Exempt under provisions of Paragraph 4, Section 4-1
 REAL ESTATE TRANSFER TAX ACT
 STATE OF ILLINOIS
 PLANNING TRAINING CENTER
 1250.00
 12.00
 250.00
 Cook County
 DEED ESTATE TRANSACTION
 87575679
 Document Number

This document was prepared by:
 George L. Bruckert, Jr.
 208 South LaSalle Street, #650
 Chicago, IL 60604

MAIL TO: FORD CITY BANK AND TRUST CO.
 7601 South Cicero Avenue
 Chicago, Illinois 60652

FORM NO. 69315
 Reorder from ILLIANA FINANCIAL, INC **BOX 333-CC**

For information only insert street address of above described property

UNOFFICIAL COPY

Property of Cook County Clerk's Office

87575679

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 OCT 26 PM 2:47

87575679