

UNOFFICIAL COPY

WARRANTY-DEED IN TRUST

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Exempt under provisions of Paragraph c, Section 4.
Real Estate Transfer Tax Act.

1/15/87
Date
ILLIANA FINANCIAL INC
Homestead Exemption

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, **ALFRED W. COUSINEAU and HELEN M. COUSINEAU, 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 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 15th day of January, 1987, and known as Trust Number 4687, the following

described real estate in the County of **Cook** and State of **Illinois**, to wit:

The South 1/3 of Lot 2 in Block 13 in Gunn's Subdivision of the East 70 Acres of the North 100 Acres of the North East Quarter of Section 14, Township 37 North, Range 13, East of the Third Principal Meridian

PERMANENT PROPERTY TAX NO. 24-14-217-065

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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SUBJECT TO General taxes for the year 1986 and subsequent years.

TO HAVE AND TO HOLD the said real estate with the appurtenances thereto, in 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 defend said real estate, and particularly to deduct all public streets, highways or alleys and to remove any such alleys or part thereof, and to resubdivide and reallocate said real estate, and to make any other alterations thereto, as may be necessary in the judgment of said Trustee, for the best interests of the property, or to convey said real estate, or any portion thereof, to any person or persons at any time to him or them in trust, or to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in plumb or in latum, 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 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 renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or intercharge said real estate, or any portion 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 real estate, or any part thereof, to any person or persons, 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 or persons to enter into with respect to the same, whether similar or different from the ways above specified, at any time or times hereafter.

In no case may any party dealing with said Trustee, or any successor in trust, in relation to said real estate, 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 funds having reference thereto 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 authenticity, validity, or expensiveness 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, or to whom said real estate may in fact be held in trust, or to whom it may be delivered, or to whom it may be delivered in trust, or to whom it may be delivered in full force and effect, so that such conveyance or other instrument be executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement, as in all amendments, renewals, if any, and being upon all beneficiaries the number, to that said Trustee, or any successor in trust, or to whom it may be delivered, or to whom it may be delivered in full force and effect, and being upon all beneficiaries except only as to 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, whatsoever and whatsoever shall be entitled to the benefit of this condition from the date of the filing for record of this Deed.

This conveyance is made upon the express understanding and condition that neither Ford City Bank and Trust Co., individually, nor its successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything it or the agents of its attorney do or omit to do with respect to the said real estate under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening on said real estate, any, 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 beneficiaries under said Trust Agreement, or their attorney, in fact, 1987, and may be applied for such purposes as 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 as to 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, whatsoever 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, or any right, title or interest 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 Ford City Bank and Trust Co. the entire legal and equitable title to all of the real estate above described.

If 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 memorial, the words "in trust," or "trust condition," or "trust instrument," 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 extract therefrom, as evidence that any transfer, charge or other dealing involving the registered title is in accordance with the true intent and meaning of the trust.

And the said grantee hereby expressly waives and releases any and all rights or benefits 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 has **vo** hereto set seal **s.** this **15th** day of **January**, 1987
Alfred W. Cousineau (SEAL) *Heleen M. Cousineau* (SEAL)
ALFRED W. COUSINEAU (SEAL) **HELEN M. COUSINEAU** (SEAL)

PREPARED BY: EDMUND N. SAJEWSKI, 10200 S. Cicero, Oak Lawn, Ill 60453
499-2800 (SEAL) (SEAL)

State of **ILLINOIS**
County of **COOK** } SS.

E. N. SAJEWSKI
the state aforesaid, do hereby certify that

ALFRED W. COUSINEAU and

HELEN M. COUSINEAU, his wife

a Notary Public in and for said County, in

personally known to me to be the same person **s.** whose name **s.** are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as **their**

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 **15th** day of **Jan**, 1987

E. N. Sajewski
Notary Public

GRANTEE

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

10520 S. Kedzie
Chicago, Illinois 60655

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