

UNOFFICIAL COPY

QUIT CLAIM DEED IN TRUST

88193754

Prepared by and Mail to
Beverly Bank-Matteson
Route 30 at Kostner
Matteson, Illinois, 60443
Attn: Sandy Vesely

1988 MAY -2 PM 2: 23

88183764

(The above space for Recorder's use only)

THIS INDENTURE WITNESSETH, That the Grantor

FRED T. DAVENPORT, JR. MARRIED TO REBECCA A. DAVENPORT

of the County of Cook and State of Illinois for and in consideration of TEN AND 00/100 (\$10.00) dollars, and other good and valuable considerations in hand paid, Conveys and Quit Claims unto the BEVERLY TRUST COMPANY, an Illinois corporation, as Trustee under the provisions of a Trust Agreement dated the 8th day of April, 1988, known as Trust Number 74-1855, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 1 in Block 1 in Homewood Estates Subdivision being a Subdivision of the East 3/4 of the East 1/2 of the Southwest 1/4 and also Lots 31, 32, 39, 47 and 48 of Cowing Brothers Second Addition to Homewood Section 36 Township 36 North Range 13, East of the Third Principal Meridian according to the Plat recorded August 3, 1967 in the Recorder's Office of Cook County as Document Number 20217906 in Cook County, Illinois.

Commonly known as 18205 California Avenue, Homewood, Illinois
PI# 28-36-310-001

TO HAVE AND TO HOLD the said premises with the appurtenances upon 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to convey, divide said property 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 premises or any part thereof to a successor or successors 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future and upon any terms 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 or periods of time and to amend, change or modify leases or 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 in part to lease the whole of any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant payments or charges of any kind, to release, convey or assign any right, title or interest in or about or to the premises or any part thereof, and to deal with said property 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 ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application of any payments made, or of money borrowed, or advanced on said premises, or be obliged to see that the terms of this Trust have been complied with, or be obliged to inquire into the necessity 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such deed, mortgage, lease or other instrument, and 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, and that such conveyance or other instrument was executed in accordance with the Trusts, conditions and limitations contained in this indenture and in said Trust Agreement, or in some amendment thereof and binding upon all beneficiaries hereunder, so that said Trustee was duly authorized and empowered to execute and deliver by such deed, Trust Deed, lease, mortgage or other instrument and that 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 grantor or his predecessor in Trust.

The interest of each and every beneficiary hereunder 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 other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any real 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 above set forth.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or grant thereon, or memorial the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the provisions of the Act provided.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statute of the State of Illinois, providing for the exemption of homestead, from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 12th day of April, 1988
Fred T. Davenport, Jr. (Seal) Rebecca A. Davenport (Seal)
FRED T. DAVENPORT, JR. REBECCA A. DAVENPORT

This Document Prepared By: Jerry L. Lambert, Attorney, PO Box 26
Flossmoor, Illinois 60422

State of Illinois Susan A. Peters a Notary Public in and for said County
County of Cook in the state aforesaid, do hereby certify that FRED T. DAVENPORT, JR. MARRIED TO REBECCA A. DAVENPORT

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 12th day of April, 1988

Susan A. Peters
Notary Public

18205 California, Homewood, IL 60430

The information contained on this document is true and correct as stated above.

Box 15

Beverly Trust Company
TRUST AND INVESTMENT SERVICES

Exempt under provisions of Paragraph 5 Section 4 Real Estate Transfer Tax
Act. Dated: April 12, 1988
J. Lambert (Seller, Buyer, Representative)

Document Number

88193754

12.00

167/88245L

UNOFFICIAL COPY

Property of Cook County Clerk's Office

86-33764

86-33764