

Quit Claim

The above space for recorder's use only

THIS INDENTURE WITNESSETH. That the Grantor(s), Harold Eugene Cortwright, a widower, surviving joint tenant of Janet L. Cortwright, deceased of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and of other good and valuable consideration, receipt of which is hereby duly acknowledged, Convey(s) and Quit Claim(s) unto the First American Bank of Riverside, an Illinois 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 day of , 19 , and known as Trust Number R89-05 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 4 in E. P. Ripley's Subdivision of Lot 1 in Block 6 in First Division of Riverside in Section 35, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

168 Burrypoint Rd.  
Riverside, Illinois

Permanent Index Number: 15-35413-031-0000

**SUBJECT TO**

TO HAVE AND TO HOLD the said real estate and the appurtenances, upon the trusts, and for the use 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 paths, streets, highways or alleys with or without consideration, to convey said real estate 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 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, 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 demise the term of 250 years, and to renew or extend leases upon any terms and for any periods or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time 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 negotiate respecting the manner of fixing the amount of premium or future rentals, 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 grade, improve, angulate, right, take or interest in or about or easement, option, right or title 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 any person owning or having 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, or any successor in trust, in relation to said real estate, or to a bare said real estate or any part thereof shall be compelled, constituted or be sold, leased or mortgaged by said Trustee, or any successor in trust be obliged to see to the application of any purchase money, rent or money 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 inquire into the authority, necessity or expediency of any act of said Trustee or be obliged or priviledged 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, dealing 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 a full, fair and effect, (b) 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, heretofore or in all amendments thereto, if any, and binding upon all beneficiaries thereunder, (c) 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 (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been fully apprised and are fully versed with all the title, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither the First American Bank of Riverside, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability to be subjected to any claim, judgment or decree for anything it is they or any of their agents or servants may do or omit in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury 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 enforced only 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 indebtedness so incurred) so far as the true 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 whomsoever shall be charged with notice of the conditions 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, is to be only in the earnings, rents 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 or holder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, rents and proceeds thereof, as aforesaid, the interests herein being in and in said First American Bank of Riverside 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, if 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 record of lands is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waive S and release S any and all right to benefits under and by virtue of any and all clauses of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and

seal this 10<sup>th</sup> day of April 19 89

*Harold E. Cortwright* [SEAL] [SEAL]

State of Illinois ss. I, Caroline R. Tecson, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Harold Eugene Cortwright, a widower, surviving joint tenant of Janet L. Cortwright, 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 10<sup>th</sup> day of April 19 89.

*Caroline R. Tecson* [Signature]  
Notary Public  
My Commission Expires Dec 31, 1990

RETURN TO  
FIRST AMERICAN BANK OF RIVERSIDE  
RIVERSIDE, ILLINOIS 60546



This space for affixing Robes and Revenue Stamps

Exempt under provisions of the Illinois Revised Statutes Chapter 120, Section 106, Paragraph (e) of the Real Estate Transfer Tax Act

Date: April 10, 1989

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