

WARRANTY DEED IN TRUST

UNOFFICIAL COPY

No 175360

20 M 12:30

89175360

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor(s), Wayne Verdell Bothun, a married man,
and Deborah K. Bothun, a spinster
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, Con-
voy(s) and Warrant(s) unto the First American Bank, 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 3rd
day of April, 19 89, and known as Trust Number F89-121
the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 7 IN ARMSTRONG'S SUBDIVISION OF THE NORTH 3 ACRES OF BLOCK 39 IN CANAL
 TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS IS NOT HOME-STEAD PROPERTY FOR GRANTOR, WAYNE VERDELL BOTHUN.

Permanent Index Number: 14-13-401-024

SUBJECT TO Real estate taxes for the year 1988 and subsequent years.

TO HAVE AND TO HOLD the said real estate with its 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 parks, streets, highways or alleys and to create any subdivision or parts thereof, and to resubdivide and redivide 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 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 donate, to mortgage, pledge or otherwise encumber said real estate, in any part thereof, to lease said real estate, or any part thereof, from time to time, by 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 100 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 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 regarding the manner of fixing the amount of present or future rentals, to partition or to exchange same or a part of 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 easement 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 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, or any successor in trust, in relation to said real estate, or in 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 purchase money, rent of 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 sufficiency or necessity of expenditures 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 Register 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 this Indenture and in said Trust Agreement, 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 properly appointed and are fully vested with all the title, estate, 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, individually or as trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it does or omits or its agents or attorneys do or omit 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, 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 third beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 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 or 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, 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 or 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 intention hereof being to vest in said First American Bank 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 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 "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 release 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 seal 3rd Day of April 19 89 their hand and

Wayne Verdell Bothun (SEAL) Deborah K. Bothun (SEAL)

State of Illinois, County of Cook, I, Alan S. Levin, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Wayne Verdell Bothun, a married man, and Deborah K. Bothun, a spinster personally known to me to be the same person, whose name is BRE 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 19th day of April 19 89

Notary Public

RETURN TO
 FIRST AMERICAN BANK
 SKOKIE, ILLINOIS 60077

1952 N. Lincoln, Chicago, Illinois

For information only insert street address of above described property

UNOFFICIAL COPY

03-044

Property of Cook County Clerk's Office
89125360

CITY OF CHICAGO ★
REAL ESTATE TRANSACTION TAX ★
DEPT. OF REVENUE APR 20 '89 ★
P.B.111183 ★
999.00

03-045

CITY OF CHICAGO ★
REAL ESTATE TRANSACTION TAX ★
DEPT. OF REVENUE APR 20 '89 ★
P.B.111183 ★
999.00

03-046

CITY OF CHICAGO ★
REAL ESTATE TRANSACTION TAX ★
DEPT. OF REVENUE APR 20 '89 ★
P.B.111183 ★
999.00

03-047

CITY OF CHICAGO ★
REAL ESTATE TRANSACTION TAX ★
DEPT. OF REVENUE APR 20 '89 ★
P.B.111183 ★
190.50