

UNOFFICIAL COPY

385307

This Indenture Witnesseth, That The Grantor

ISAAC J. BARNES

of the County of COOK and State of ILLINOIS for and in consideration of TEN AND NO/100 Dollars

and other good and valuable considerations in hand paid, Convey and Warrant unto KANSAS STATE BANK, KANSAS, ILL

a corporation organized and existing under and by virtue of the National Banking Laws of the United States of American and qualified to act as Trustee under the laws of the State of Illinois, as Trustee under the provisions

of a trust agreement dated the 18TH day of JULY, 1991, known as Trust Number

the following described real estate in the County of COOK and State of Illinois, to-wit:

LOT 3 IN BLOCK 1 IN BIRKHOFF'S SUBDIVISION OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 (EXCEPT THE NORTH 3-3/4 ACRES AND THE SOUTH 10 ACRES THEREOF) IN COOK COUNTY, ILLINOIS

P.I.N. 70-17-419-03V

DEPT-01 RECORDINGS \$13.29 T-1111 TRAN 0487 07/31/91 11:38:00 #6381 A *-91-385307 COOK COUNTY RECORDER

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 resubdivide 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 in futuro, 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 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 to exchange said property, 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 easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways 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 relations 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 purchase money, rent or 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 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

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 title 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 aforesaid.

And the said grantor hereby expressly waive and release any and all rights 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 aforesaid has hereunto set hand and seal this day of 19

(SEAL) Isaac J. Barnes (SEAL) (SEAL) (SEAL)

COPIES PREPARED BY TRUST DEPARTMENT KANSAS STATE BANK P.O. BOX 700, KANSAS, ILL 61933 (717) 978-5791

Exempt under Real Estate Transfer Tax Act Sec. 4 Par. 1 & Cook County Ord. 95104 Eff. 7/31/91

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TRUST NO.

Deed in Trust

WARRANTY DEED

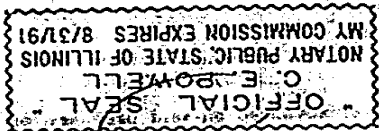
TO

TRUSTEE

*WALLETS STATE BANK
KANSAS, ILL
6/19/33*

Property of Cook County Clerk's Office

40558816



..... day of 19.....
[Signature]

GIVEN under my hand and seal

free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

acknowledged that..... signed, sealed and delivered the said instrument as

subscribed to the foregoing instrument, appeared before me this day in person and

personally known to me to be the same person..... whose name.....

.....

.....

.....

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

STATE OF
County of
I,

40558816

40558816