

DEED IN TRUST

(WARRANTY)

94594927

UNOFFICIAL COPY

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor S. JOHN F. HARTER and AGNES M. SIMON, a/k/a AGNES M. HARTER, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND 00/100" (\$10,00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto Gladstone-Norwood Trust & Savings Bank, an Illinois banking corporation of Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustees under the provisions of a certain Trust Agreement, dated the 20th day of March, 1980, and known as Trust Number 531, the following described real estate in the County of Cook and State of Illinois, to-wit:

6-29-24 5X
VILLAGE OF NILES
REAL ESTATE TRANSFER TAX
8158 E/F/S/L/C
2039 s R22.CU

Lot 54 in Kathleen's Subdivision, being a subdivision in the South Half of the Southeast Quarter of Section 23, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: General Real Estate Taxes for the year 1993 (2nd Installment) and subsequent.

09-23-407-057

• DEPT-01 RECORDING \$23.50
• T90011 TRAN 2865 07/08/94 11137100
• 03939 + RV #94-594927
COOK COUNTY RECORDER

TO HAVE AND TO HOLD the said real estate 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 Trustees with respect to the real estate or any part or parts of it, and at any time or times 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 of part thereof, and to subdivid said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, with or without any consideration, to convey and transfer title to any part thereof to a successor or successors in trust, or to grant to such success in trust, to a successor in trust, to a third party, to a person or persons, or to a company, to a charitable organization, to a religious institution, or any part thereof to be sold, mortgaged, leased, or any part thereof, from time to time, in possession or reversion, by leases in remittance in the present or in the 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 198 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 rental, to partition, to exchange and real estate, or any part thereof, or other real or personal property, to grant assignments or charges of any kind, and to release any part of the real estate, or any part thereof, or other real or personal property, to grant easements or rights of way over and to deal with said real estate and every part thereof in any other way and for such other considerations as might be lawful for any person dealing with the same, whether similar or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustees, 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 held, leased or mortgaged by said Trustees, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or lent on the trust property, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire from the authority, necessity or expediency of any act of said Trustees, 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 Trustees, or any successor in trust, in relation to said trust property shall be construed evidence in favor of every person relying upon or dealing under any such conveyance, lease or other instrument, of that at the time of the delivery thereof the trust created by the Deed was valid, and that the Deed was valid at the date of its execution, and that the Deed was duly acknowledged, if any, and is binding upon all beneficiaries thereunder, (2) that said Trustees, 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 (3) if the conveyance is made to a successor or successors in trust, that such successor or successors to said Deed were properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of No. 531 or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, or others individually or as Trustees, and its successor or successors in trust shall incur no personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do 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 person or property happening in or about said real estate, and by each liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or created by the Trustees 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, by the Deed, or any amendment thereto, or by the Deed, or any amendment thereto, or by the Deed, or any amendment thereto, or not individually, (and the Trustees shall have no obligation whatsoever with respect to each such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustees shall be appropriate for the payment and discharge thereof). All persons and corporations whomsoever 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 holding under them or any of them shall be only in the earnings, rents and proceeds arising from the sale or any other disposition of the trust property, 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 trust property in fact, but only an interest in the earnings, rents and proceeds thereof as aforesaid, the interest on behalf of being to vest in the Trustees the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property 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 limitation", or words of similar import, in accordance with the statute in such case made and provided.

And the said Grantor, hereby expressly waives, and releases, 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.

AFFIX "RIDERS" OR REVENUE STAMPS HERE

IN WITNESS WHEREOF, the Grantor S. aforesaid has herunto set their hand S. and seal S. this 30 day of June, 1994.

John F. Harter [Seal] JOHN F. HARTER [Seal]

Alice M. Harter [Seal] AGNES M. HARTER [Seal]

STATE OF Illinois
COUNTY OF Cook

I, ALICE KOLNICK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John F. Harter & Agnes M. Simon, a/k/a Agnes M. Harter, 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 day of June, 1994.

"OFFICIAL SEAL"
Commission expires 10-19-94
ALICE KOLNICK
STATE OF ILLINOIS

Document Prepared By: ALICE KOLNICK EXPIRES 10/5/94

Alice Kolnick

4760 West Devon Avenue

Lincolnwood, IL 60646

ADDRESS OF PROPERTY:
8158 North Farnsworth

Niles, Illinois 60714
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED
SEND SUBSEQUENT TAX BILLS TO:

GRANTEE #1
Address: 8158 North Farnsworth

DOCUMENT NUMBER
2350

UNOFFICIAL COPY

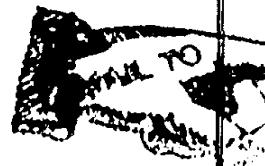
RETURN TO:

GN-NORWOOD
TRUST & SAVINGS BANK
112-19-00000
REG. NO. 112-19-00000

TRUST NO. _____

DEED IN

(WARRANTY DEED)



TO

GLADSTONE-NORMWOOD TRUST
& SAVINGS BANK

Chicago, Illinois

TRUSTEE

REO/DEFERRED P.R.S.U. Taxn#

Property of Cook County Clerk's Office

LAW OFFICES OF
ROBERT J. KELLY, JR.