

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

94766124

COOK CO. NO. 018

5 4 2 1

THIS INDENTURE WITNESSETH, That the Grantor, SUSAN M. LARSON and MICHAEL J. FLANNERY, her husband of the County of Cook and State of Illinois, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto MID TOWN BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as an Illinois banking corporation 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 8th day of July 1994, and known as Trust Number 1931, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 27 in Block 5 in Ward's Subdivision of Block 12 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

SUBJECT TO

AUG 30 PM 12:32

94766124

★ CITY OF CHICAGO ★
★ REAL ESTATE TRANSACTION TAX ★
★ DEPT. OF REVENUE AUG 23 1994 ★
★ 675.00 ★

This Instrument was prepared by P. Jerome Jakubco, 2224 W. Irving Park Rd., Chicago, IL 60618

Real Estate Tax # 14-32-110-037

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 Trustee, or his successors, to convey and to execute any deed, mortgage, lease, or other instrument, to dedicate, park, streets, highways or alleys and to locate any subdivision or part thereof, and to redivide said real estate 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 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 lease the term of 199 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 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 real estate, 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 statement 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, in 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 part of the proceeds of any sale or mortgage 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 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 in said Trust Agreement is 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 thereof, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument and (d) if the conveyance it made in a successor or successors in trust, that such successor or successors in trust have been properly approved and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, her or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Mid Town Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if or they or its or their agents or servants may do or cause to do in or about the said real estate under the provisions of this deed or said Trust Agreement or any amendment thereof, or for injury to person or property appearing 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 or successors in trust with said real estate may be entered into by it 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, whomever and whenever 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 case of sales, events 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 moneys, avails and proceeds thereof as aforesaid, the intention hereof being to wit to said Mid Town Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the said 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 dual case thereof, or instrumental, 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 the 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 land is in accordance with the trust intent and meaning of the trust.

And the said grantor S hereby expressly waive and release S 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 S aforesaid we herunto set their hand S and seal S this 17 day of Aug 1994.

SUSAN M. LARSON (SEAL) MICHAEL J. FLANNERY (SEAL)

State of Illinois } ss. P. JEROME JAKUBCO a Notary Public in and for said County, in County of Cook } the State aforesaid, do hereby certify that SUSAN M. LARSON and MICHAEL J. FLANNERY, her husband

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 my hand and notarial seal this 19 day of August 1994.

"OFFICIAL SEAL"
P. JEROME JAKUBCO
Notary Public, State of Illinois
My Commission Expires August 18, 1997

STATE OF ILLINOIS
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE
1-80-001

REAL ESTATE TRANSACTION TAX
REVENUE
STAMP
94766124

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
675.00

94766124

Return to:
Mid Town Bank and Trust Company of Chicago
2021 North Clark St.
Chicago, Ill. 60614
ATTN: Trust Dept.

1340 W. Webster, Chicago, IL 60614
For information only insert street address of above described property.

BOX 333-CTI

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Property of Cook County Clerk's Office

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