

UNOFFICIAL COPY

WARRANTY-DEED IN TRUST

1986-2004

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, MARY HEINZ, widowed not remarried,

of the County of Cook and State of Illinois, for and in consideration
 of the sum of Ten and no/100ths Dollars (\$ 10.00),
 in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto FORD CITY BANK AND TRUST CO., a banking corporation duly organized and existing under the laws of the State of Illinois, and c authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated 26th day of April, 1978 and known as Trust Number 2217, the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 29 and 30 in Robert Bartlett's Woodland Park, being a Subdivision of the East 1/2 of the South West 1/4 of Section 35, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN 18-35-308-017 Lot 30
18-35-308-018 Lot 29

SUBJECT TO

Prepared by

JAMES J. McNAMARA
Attorney at Law
521 S. La Grange Road
La Grange, Illinois 60525
Phone 462-3201
Cook #46807 DuPage #55690

TO HAVE AND TO HOLD the said real estate with the appurtenances, in 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 in person, proxy, or successively and subdivise said real estate or any part thereof, to dedicate roads, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, in leases either with or without consideration, to convey said real estate or any part thereof to a successor in interest in trust and to grant to such successor or successors in trust all of the title, estate, power and authorities vested in said Trustee, to donate, to deduce, to mortgage, pledge or encumber under and real estate, or any part thereof, to lease and real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in, or extend, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 1990 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 rents, to partition or interchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to lease, convey or assign any right, title or interest in or about or easement or charge in or about 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 could be lawful for any person holding the same in 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 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 such money, rents money received 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 authenticity or validity or expediency of any act or trust, 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 used 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, of any claim arising upon or claiming under any such conveyance, lease or other instrument, (c) that at the time of the delivery of the trust created by this Indenture and by said Trust Agreement, all such force and effect, (d) 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 the parties thereto, (e) that said Trustee, or any successor in trust, is lawfully entitled to a trust, and deliver every such deed, trust deed, lease, mortgage or other instrument, and (f) if the conveyance or lease is to a corporation, that such corporation or its successors or successors in trust have been lawfully appointed and are fully vested in all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither Ford City Bank and Trust Co., nor any of its successors in trust, shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they do or do not 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 or damage to property happening in or about said real estate, any, and all such liability heretofore 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 then beneficiaries under said Trust Agreement or their attorney, in fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, or 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 and whatever shall be charged with notice of this condition from the date of the filing, by 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, avails 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 such beneficiary 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, the intention being to vest in said Ford City Bank and Trust Co. 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, duplicate thereof, or memorial, the words "on trust," or "upon condition," or "subject to 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 copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered title is in accordance with the true intent and meaning of the trust.

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.

In Witness Whereof, the grantor aforesaid has hereunto set seal this JL 29 1986 day of July, 1986 and

Mary Heinz

(SEAL) (SEAL)

(SEAL) (SEAL)

State of Illinois
County of Cook

I, James J. McNamara, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Mary Heinz, widowed not remarried

personally known to me to be the same person whose name is is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 JL 29 1986 day of July, 1986.

GRANTEE

Notary Public

MAIL TO:

FORD CITY BANK and **TRUST CO.**

A COLE TAYLOR BANK

7001 SOUTH CICERO AVENUE
CHICAGO IL 60652

8620 84th Ct Hickory Hills
For information only enter street address of above described property

RECEIVED
APR 11 1986
S2 3-17-127
LA GRANGE, ILLINOIS 60525
PHONE 462-3201
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CITY OF CHICAGO
3535204

MAIL TO:

FRANK KELDEANS
McBRIDE, BAKER & CO.
315 N. WABASH AVENUE
CHICAGO, ILLINOIS

Property of Cook County Clerk's Office

D.S.

AS IS