



WARRANTY DEED IN TRUST

3621249

Form 91 R 7/80

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor Emma M. Bryant, divorced and not since remarried and Emmett A. Hines, divorced and not since remarried

of the County of Cook and State of Illinois for and in consideration of Ten and 00/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and Warranty unto the CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, whose address is 111 West Washington Street, Chicago, Illinois 60602, as Trustee under the provisions of a trust agreement dated the day of April 19 87, known as Trust Number 1089763 the following described Real estate in the County of Cook and State of Illinois, to-wit:

See legal description attached hereto and incorporated herein by reference

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE MAY 29 87 P.B. 11130 270.00

3621249

PERMANENT TAX NUMBER: 20-2-407-004 Jm VOLUME NUMBER: 257

TO HAVE AND TO HOLD the said premises with the appurtenances thereunto in law 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 subdivide 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 futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 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 in relation 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 trust, 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.

If the title to any of the above lands is now or hereafter registered, the Registrar 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 the said grantor S hereby expressly waive, S 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 S aforesaid has hereunto set their hand, S and seal S this 29 day of May 1987

Emma M. Bryant (Seal)

EMMA M. BRYANT

Emmett A. Hines (Seal)

EMMETT A. HINES

THIS INSTRUMENT WAS PREPARED BY: Allan P. Rosen Esq. 127 N. Dearborn, Suite 1444 Chicago, Illinois 60602

State of Illinois) 1. ALLAN P. ROSEN) Notary Public in and for said County, in Cook County) the state aforesaid, do hereby certify that Emma M. Bryant, divorced and not since remarried and Emmett A. Hines, divorced and not since remarried

personally known to me to be the same person S whose name S are they 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 29th day of May 1987

Allan Rosen Notary Public

2513 S. Evans Chicago, IL 60619

After recording return to: Box 533 (Cook County only)

CHICAGO TITLE AND TRUST COMPANY 111 West Washington St./Chicago, Ill. 60602 Attention: Land Trust Department

For information only insert street address of above described property

Cook County REAL ESTATE TRANSACTION TAX REVENUE STAMP MAY 29 87 P.B. 11132 270.00

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX REVENUE STAMP MAY 29 87 P.B. 11132 270.00

LAND TITLE COMPANY TC-400577CY 2

UNOFFICIAL COPY

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IN DUPLICATE

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Age of Grantee _____
 Address _____
 PH: _____
 MURPHY _____
 WIFE _____
 Submitted by _____
 Address _____
 Deliver New Co. _____
 Remainder to _____
 Big Card _____
 White _____

LAND TITLE CO.
 100 W. MONROE, 4th FLOOR
 CHICAGO, ILLINOIS 60603
 FILE # 41-110557-C4 *Toward*

Rider Attached to Warranty Deed in Trust Dated 5-29, 1987 from Emma M. Bryant and Emmett A. Hines ("grantors") to Chicago Title and Trust Company under Trust Agreement dated April 29, 1987 and known as Trust No. 1089763

3621249

LEGAL DESCRIPTION

Lot 42 in Wakeford Fourth Addition, being a subdivision of Block 1 in Wakeford's Subdivision of the East 1/2 of the Southeast 1/4 of Section 27, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Subject to: (a) covenants, conditions, and restrictions of record; (b) private, public, and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing leases and tenancies; (e) special taxes or assessments for improvements not yet completed; (f) any unconfirmed special tax or assessment; (g) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (h) mortgage trust deed specified below, if any; (i) general taxes for the year 1985 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 1986; and to time of closing.