

DEED IN TRUST **UNOFFICIAL COPY** 3371861

(WARRANTY)

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor B JAMES J. FOLEY AND ANN C. FOLEY
MARRIED TO EACH OTHER

of the County of Cook and State of Illinois, for and in consideration of the sum
of TEN DOLLARS 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 Bank of Chicago/Garfield Ridge, an Illinois bank
incorporated in Chicago, 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 AUGUST, 1991, and known as Trust Number
91-8-8

the following described real estate in the County of Cook and State of Illinois, to-wit:
LOT TEN HUNDRED THIRTY NINE (1039) IN J. E. MERRITON AND CO'S HOMETOWN UNIT NO. 5, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (4) OF SECTION 3 TOWN 37, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

SUBJECT TO PIN #24-03-124-040-0000 FM

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 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
vacate any subdivision or part thereof, and to subdivide said real estate as often as desired, to contract to sell, to grant options to pur-
chase, 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 perpetuity or reversion, by leases to commence 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 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 pur-
chase 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 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 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 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 purchase money, rent or money borrowed or advanced in the trust property, or be obliged to see that the
terms of the 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 trust property 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 Deed and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instru-
ment was executed in accordance with the trusts, conditions and limitations and limited and contained herein and in said Trust Agreement or in all
amendments thereof, if any, and is binding upon all beneficiaries thereunder, (c) that said Trustee, 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 (d) if the con-
veyance is made to a successor or successors in trust, that such successor or successor in trust have been properly appointed and are fully
vested with all the title, estate, rights, powers, authorities, duties and obligations of the Trustee, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Trustee, neither 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 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, any and all such liabil-
ity being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in con-
nection with said real estate may be entered into by it in the name of the then beneficiary under said Trust Agreement as their attorney,
in fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, 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 to far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and dis-
charge 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 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 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, as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the reversion hereof being to
vest in the Trustee 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 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 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 have WE hereunto set their hand B and seal this 23rd
day of August, 1991

James J. Foley (Seal) Ann C. Foley (Seal)
JAMES J. FOLEY ANN C. FOLEY

STATE OF Illinois
COUNTY OF Cook

Tracy Ann Zook is a Notary Public in and for said County, in the State
aforesaid, do hereby certify that JAMES J. FOLEY AND ANN C. FOLEY (MARRIED TO EACH OTHER)

personally known to me to be the same person B whose name is WE subscribed to the foregoing instrument, appeared be-
fore me this day in person and acknowledged that they executed and delivered the said instrument as their free and volun-
tary 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 23rd day of AUGUST, 1991.

Commission expires 5/5 1991
Tracy Ann Zook
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/5

Document Prepared By R. Buran
6353 West 55th Street
Chicago, IL 60638
ADDRESS OF PROPERTY 8782 South Kilbourn
Hometown, IL 60456
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED
SEND SUBSEQUENT TAX BILLS TO
8782 South Kilbourn
Hometown, IL 60456

APPROVAL OF NO U.S. TAX LIEN ATTACHED

3371861

AFFIX "RIDERS" OR REVENUE STAMPS HERE

Except under provisions of Paragraph E
Section 4, Real Estate Transfer Tax Act

James J. Foley
Eve O. Sullivan

8-23-91 Date

DOCUMENT NUMBER

UNOFFICIAL COPY

Bank of Chicago/Garfield Ridge
6353 West 55th Street
Chicago, Illinois 60648
IN DUPLICATE

TRUST
3991864
3991864

DEED IN TRUST

REGISTRAR OF DEEDS
MARSHALTY DEED
APPROPRIATE

H.O. 3991864

S. 3991864 TO

Bank of Chicago/Garfield Ridge
Chicago, Illinois

TRUSTEE

Trust of 97.8%

3991864

3991864

Bank of Chicago / Merrill Lynch
6353 W 55th St
Chicago, IL 60648

Property of Cook County Clerk's Office