

UNOFFICIAL COPY

DEED IN TRUST

Form 191 Rev. 5-63

1971 DEC 7 AM 11 45

DEC-7-71

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REC-57943 21735951 A Rec

5.00

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **GLENN E. BENDER AND JUDY M. BENDER, HIS WIFE**, of the County of **Cook** and State of **Illinois**, for and in consideration of the sum 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 Warrant unto **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association as Trustee under the provisions of a certain Trust Agreement, dated the **3rd** day of **April** 19 **67**, and known as Trust Number **24730**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

Lot 530 in Glenbrook Unit Number 6, being a Subdivision of part of the South 1/2 of Section 13, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

Grantee's Address - 223 North Kennedy Drive, Streamwood, Illinois.

5.00

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the terms 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, lease, subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to locate 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, 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, power 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 lease 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 term and provision thereof 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 real estate 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 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, 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 on said real estate, 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 permitted to interfere 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 Registrar of Titles of said county) relying upon or acting 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 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, 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.

This conveyance is made upon the express understanding and conditions that neither American National 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 by or in its behalf or for injury to person or property occurring in or about said real estate, any and all such liability being hereby expressly waived and released. All contract, obligation or indebtedness incurred or entered into by the Trustee in connection 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 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, in the event of their death, 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago 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 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 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 exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid hereby set their hand and seal this 6th day of December 1971.

Glenn E. Bender [SEAL] *Judy M. Bender* [SEAL]
Glenn E. Bender [SEAL] **Judy M. Bender** [SEAL]

STATE OF **ILLINOIS**) I, **Patricia J. DePrizio**, a Notary Public in and for said
 COUNTY OF **COOK**) ss. County, in the State aforesaid; do hereby certify that **Glenn E. Bender and Judy M. Bender, His Wife**

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** executed, acknowledged, sealed and delivered the said instrument as **their** free and voluntary act, for the uses and purposes therein expressed, including the release and waiver of the right of homestead.

GIVEN under my hand and **notarial** seal this **6th** day of **December** 1971.

My commission expires **October 4, 1975**

American National Bank and Trust Company of Chicago
 Box 221
223 West Kennedy Drive, Streamwood, Illinois
 For information only insert street address of above described property.

STATE OF ILLINOIS
 REAL ESTATE TRANSFER TAX
 DEPT. OF REVENUE
 02.50

COOK CO. NO. 010
 304947

Document Number
21735951

END OF RECORDED DOCUMENT