

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD
WARRANTY DEED IN TRUST
JAN 28 1972 12 24 PH

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RECORDED FOR DEEDS

21790879

The above space for recorder's use only

6086599
LATER DATE

THIS INDENTURE WITNESSETH, That the Grantor, S. ANNA FISCHER NORTH, formerly ANNA FISCHER, and JULIUS NORTH, her husband, 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 LA GRANGE STATE BANK, a banking corporation duly organized and existing 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 21st day of December, 1971, and known as Trust Number 1539, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 42 in Block 24 in West Grossdale, a Subdivision in the West Half of the West Half of Section 3, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to general real estate taxes for 1971 and subsequent years; zoning and building laws or ordinances; building, building line and use or occupancy restrictions, conditions and covenants of record; Special Assessment (Wt No. 316 Brookfield) for sanitary sewers confirmed on 12-22-69.

SUBJECT TO

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 to execute, manage, protect and subdivide said real estate or any part thereof, to dedicate public streets, highways or alleys and to execute 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 or to succeed in or to lease all or any part of the title, estate, portion or interest therein, 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 future, and upon any term and for any period or periods of time, not exceeding the term of any single lease, and to renew or extend (hereinafter "lease") any lease and for any period or periods of time and to amend, change or modify the same and to grant or execute any lease or leases, and to execute any lease or leases, and to grant options to lease and options to renew leases and options to purchase, or any part of the premises and to contract respecting the manner of filing 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 assignments or charges of any kind, to release, convey or assign any right, title or interest in or about or 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 or otherwise.

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 any 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 read, or to see or to inquire into or to be concerned with 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, nor shall any such party be conclusively presumed to have knowledge of the contents of any instrument executed by said Trustee, or any successor in trust, in relation to said real estate, or to be concerned with any of the terms of said Trust Agreement and in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (f) that said Trustee, or any successor in trust, may be authorized and empowered to execute and deliver any deed, lease, mortgage or other instrument and (g) 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 title, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that said LA GRANGE STATE BANK, 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 in or done by it or its agents or attorneys, or 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 liability, however expressly waived or released, or 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 beneficiary under said Trust Agreement or their attorney-in-fact, hereby irrevocably appointed for such purposes, or the direction of the Trustee, in its own name, as Trustee of said real estate, and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only as far as the same may be properly and lawfully in the actual possession of the Trustee) shall be applicable for the payment and discharge thereof. All persons and corporations whomsoever and whatsoever shall be deemed to be notified 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, profits and proceeds accruing 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 income, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said LA GRANGE STATE BANK 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 notified 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 and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, in evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

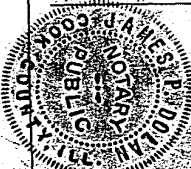
And the said grantor, hereby expressly waives and releases, and all right or benefit under and by virtue of any and all features of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S. aforesaid have hereunto set their hands and seals this 25th day of January, 1972
Anna Fischer North (SEAL) Julius North (SEAL)
Anna Fischer North (SEAL) Julius North (SEAL)

State of Illinois ss. I, James P. Dolan a Notary Public in and for said County of Cook, do hereby certify that Anna Fischer North, formerly ANNA FISCHER, and JULIUS NORTH, her husband,

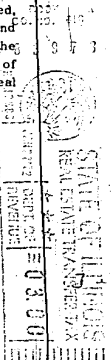
personally known to me to be the same person S whose name S are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 25th day of January, 1972
James P. Dolan
James P. Dolan
Notary Public



La Grange State Bank
BOX NO. 644
14 S. La Grange Road
La Grange, Ill.

For information only insert street address of above described property.



5.00
21790879

END OF RECORDED DOCUMENT