

21 818 894

DEED IN TRUST (ILLINOIS)

No. 1890  
REVISED 10-26-80

GEO E COLE & CO CHICAGO  
LEGAL BLANKS

DEED IN TRUST

500

This Indenture Witnesseth, THAT THE GRANTORS CHARLES F. NOVAK  
and GERTRUDE H. NOVAK his wife

of the County of COOK and State of ILLINOIS, for and in consideration  
of Ten (\$10.00) Dollars, and other good and valuable considerations in hand  
paid, Convey and Quit Claim unto EXCHANGE NATIONAL BANK OF CHICAGO,  
A National Banking Association 130 S. La Salle St. Chicago Ill.

of Chicago, Ill., as Trustee under the provisions of a trust agreement dated the  
1st day of December, 1971, and known as Trust Number 22998  
(hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and  
every the successor or successors in trust under said trust agreement, the following described real  
estate in the County of COOK and State of Illinois, to-wit:

The East 1/2 of Lot 35 (except the East 6 feet of the South 49.5 feet taken  
for street and except the North 37 1/2 feet thereof) in D. A. Gage's Sub-  
division of Part of the North West 1/4 of Section 1, Township 38 North, Range  
12 East of the Third Principal Meridian According to the map of said sub-  
division recorded September 15, 1968 in Book 167 in Maps Page 99 in Cook  
County, Illinois

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and  
the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and  
subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to vacate  
any subdivision or part thereof, and to resubdivide 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 considera-  
tion; 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 in futuro, and upon any terms and for any period or periods of  
time, not exceeding in the case of any single demise the term of 198 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 dif-  
ferent 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 trusts, conditions and limitations contained in this  
Indenture and in said trust agreement or in some amendment thereof and binding upon all benefi-  
ciaries thereunder; (c) that said trustee was duly authorized and empowered to execute and deli-  
ver 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.

Anything herein to the contrary notwithstanding, all and every the successor or successors in  
trust under said trust agreement shall upon appointment become fully vested with all the title,  
estate, properties, rights, powers, authorities, trusts, duties and obligations of said trustee.

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 as aforesaid.

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 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 ex-  
emption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, do hereby set our hand and  
seal this 23rd day of DECEMBER, 1971

Charles F. Novak [SEAL] Gertrude H. Novak [SEAL]  
CHARLES F. NOVAK [SEAL] GERTRUDE H. NOVAK [SEAL]

493573 Units

Property

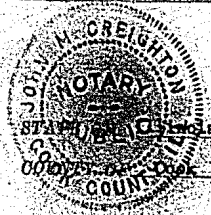
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX

Return stamps on fee received

21 818 894



UNOFFICIAL COPY



I, John M. Creighton  
in and for said County, in the  
State aforesaid, do hereby certify that

Charles F. Novak and Gertrude H. Novak, his wife

personally known to me to be the same persons whose name are  
subscribed to the foregoing instrument, appeared before me this day in person  
and acknowledged that they signed, sealed and delivered the said instru-  
ment 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  
26th day of January A. D. 19 72

John M. Creighton  
2065 Grand Midway Park  
Illinois



COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Richard K. Chen  
RECORDER OF DEEDS

FEB 28 '72 | 15 PM

21818894

693523 Unit 6  
TRUST NO. 931

Deed in Trust

TO

TRUSTEE

GEORGE E. COLE & COMPANY

2-99327