

T-16/44
R
Josephine
Gilbert

21 830 454

This Indenture Witnesseth, That the Grantor,

Ralph J. and Constance L. Gilbert

of the County of Cook and State of Illinois, for and in consideration of the sum of _____ Dollars (\$ _____),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto CENTRAL NATIONAL BANK IN CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 February 1972, and known as Trust Number 18763

the following described real estate in the County of Cook and Lake and State of Illinois, to-wit:

Lots seventeen (17) and seventeen-A (17-A) in "Hawthorne Hills" being a Subdivision of parts of Sections two (2), ten (10) and eleven (11), Township forty-two (42) North, Range nine (9) east of the Third Principal Meridian, in COOK COUNTY, ILLINOIS.

Parcel "A": The east 172.90 feet of the south 305.0 feet and the east 172.90 feet of the north 9.45 feet of the south 314.45 feet of the southeast quarter of section 10, Township 43 north, range 9, east of the third principal meridian in Lake County, Illinois.

Parcel "B": The west 172.90 feet of the east 345.80 feet of the south 305.0 feet and the west 172.90 feet of the east 345.80 feet of the north 9.45 feet of the south 314.45 feet of the southeast quarter of section 10, Township 43 north, range 9, east of the third principal meridian in Lake County, Illinois.

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 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 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, 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 for a term of years, by lease to commence in present or in 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 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 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 easement 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 may 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 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 being hereby expressly waived and released. Any 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 beneficiaries under said Trust Agreement or its attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election 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 as set forth as 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

This conveyance is made upon the express understanding and condition that neither Central National Bank in 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 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 liability being hereby expressly waived and released. Any 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 beneficiaries under said Trust Agreement or its attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election 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 as set forth as 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 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 the provisions of this deed shall be only in the earnings, avails 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Central National Bank in 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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor s aforesaid have hereunto set their hand s and seal s this 8th day of February, 1972.

Address of Grantee:
CENTRAL NATIONAL BANK IN CHICAGO
120 South La Salle Street
Chicago, Illinois 60603

Ralph J. Gilbert [SEAL]
Constance L. Gilbert [SEAL]

Box
754

21 830 454

UNOFFICIAL COPY

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RECORDS OF DEEDS
COOK COUNTY ILLINOIS
FILED FOR RECORD

STATE OF ILLINOIS
COUNTY OF COOK

ss. I, CECELIA K. ANDERSON,

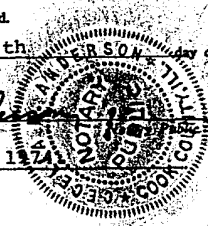
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Ralph J. Gilbert and Constance L. Gilbert are

personally known to me to be the same person^s whose name^s
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 8th
February, A. D. 1972

Cecelia K. Anderson

My commission expires February 18, 1974



500

21830454

BY

TRUST NO.

Deed in Trust

WARRANTY DEED

TO
CENTRAL NATIONAL BANK
IN CHICAGO
TRUSTEE

FORM 400-01 (REV. 4-70)

END OF RECORDED DOCUMENT