

21 239 813

DEED IN TRUST - ~~WARRANTY~~

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Alan Rauh Orschel, a bachelor, 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... quit claim and ~~WARRANTY~~ unto THE ELGIN NATIONAL BANK, ELGIN, ILLINOIS, a national banking association as Trustee under the provisions of a certain Trust Agreement, dated the 3rd day of August 1970, and known as Trust Number 476, the following described real estate in the County of Cook and State of Illinois, to wit:

Plots 6, 16, 103, 104 and 142 in Frank De Lugach's 159th Street Manor, a subdivision of the South Half of the East Half of the Southwest Quarter of the West Half of the Southwest Quarter of the Southeast Quarter and the West Half of the East Half of the Southwest Quarter of the Southeast Quarter of Section 18, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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 waive any subdivision of part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey estate 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 to convey 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 possession or reversion, by lease to commence in present or in future, 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 lease, upon any terms and for any period or periods of time and to amend, change or modify lease and the terms and provisions thereof at any time or times hereafter, to contract to make lease and to grant options to lease and options to renew lease and options to purchase the whole or any part thereof, to contract to purchase the amount of purchase money or to purchase the whole or any part thereof, 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, trust or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act done hereunder, 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 real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said County) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the same were duly executed by this Indenture and by said Trust Agreement 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 thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver 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, power, authorities, duties and obligations of so, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither The Elgin National Bank, Elgin, Illinois, 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 by or for or in or in connection with the execution of this deed or any other instrument or under the provisions of this deed or said Trust Agreement or any amendments thereof, or for injury to person or property happening in or about said real estate, say and all such liabilities hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate or any part thereof shall be entered into by it in the name of the then beneficiaries 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 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 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, profits and proceeds arising from the sale or any other disposition of said real estate, and such interest shall be 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, profits and proceeds thereof as aforesaid, the fraction hereof being to vest in The Elgin National Bank, Elgin, Illinois the entire and divisible 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, and all right or benefit under and by force of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 11th day of August 1970.

Alan Rauh Orschel (Signature)

STATE OF Illinois ss. I, the undersigned, a Notary Public in and for said County and State aforesaid do hereby certify that Alan Rauh Orschel, a bachelor,

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and purpose therein set forth, including the release and waiver of the right of homestead.

Witness my hand and seal of office at this 11th day of August A.D. 1970.



Document No. 21 239 813

Address of Grantee: The Elgin National Bank, 24 East Chicago Street, Elgin, Illinois 60120

NO TAXABLE CONSIDERATION

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*City of Chicago*

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