

22 462 869

This Indenture Witnesseth, That the Grantor, s

Donald J. Kuhn and Marilyn Kuhn, 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 PALATINE NATIONAL BANK, 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 23rd day of August, 1973 and known as Trust Number 781

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

Lot 3241 in Elk Grove Village Section 11, being a Subdivision in Section 32 and 33, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Grantees Address: 50 N. Brockway, Palatine, 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 term, 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, upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof, to renew or extend leases 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 at any time or times hereafter, to contract to make leases and to grant options to lease and to amend, change or modify leases and the terms and provisions thereof, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate, to grant easements or charges of any kind, to release, convey or assign any right, title or interest 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 to 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 of said Trustee, or be obliged or 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, if 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 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 condition that neither PALATINE NATIONAL BANK, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment, decree or order of any court or any other authority, or be liable 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, and 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 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 (said 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 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 in as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said PALATINE National Bank 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 aforesaid has hereunto set their hand and seal this 27th day of August, 1973.

Donald J. Kuhn [SEAL] Marilyn Kuhn [SEAL]

NO TAXABLE CONSIDERATION

22 462 869

UNOFFICIAL COPY

*Shirley R. Olson*

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

1973 SEP 4 AM 9 12

SEP--4-73 679209 • 22462869 • A — Roc

5.00

STATE OF Illinois

COUNTY OF Cook

ss. I, *Virginia M Morrow*

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Donald J. Kuhn and Marilyn Kuhn, his wife



personally known to me to be the same person ss whose name ss 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 27<sup>th</sup> day of  
August A. D. 1973

*Virginia M Morrow* Notary Public

My commission expires June 30, 1974

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5.00

22462869

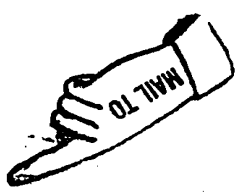
TRUST NO.

**Deed in Trust**

WARRANTY DEED

TO  
PALATINE NATIONAL BANK  
PALATINE, ILLINOIS

TRUSTEE



P08 501 55

END OF RECORDED DOCUMENT