

22 650 208

This Indenture Witnesseth, That the Grantors \_\_\_\_\_

KENNETH A. WIRTH AND MARY WIRTH, HIS WIFE, as joint tenants, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and No/100ths 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 5th day of March, 1974, and known as Trust Number 964, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 27 in Block 9 in Hunting Ridge Unit No. 3, being a Subdivision of all that part of the South half of the Northeast quarter of Section 28, Township 42 North, Range 10, East of the Third Principal Meridian lying South and East of Hunting Ridge Unit No. 2 recorded in the Recorder's Office in Cook County, Illinois, on April 14, 1969 as Document 20809410 and also Out Block 10 in said Hunting Ridge Unit No. 2 excepting the North 225 feet of the East 270 feet of the Southeast quarter of the Northeast quarter of said Section 28, all in Cook County, Illinois, according to the plat thereof recorded November 6, 1969 as Document 21006309 in Cook County, Illinois.

Grantee's Address: 50 North Brockway, Palatine, Illinois 60067

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 conserve said real estate of any part thereof, to dedicate parks, streets, highways or any other subdivisions or parts thereof, and to redivide said real estate as uses 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 possession or reversion, by leases 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 lease 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 having 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 outside uses 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 in 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 in 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 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, 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 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 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 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.

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, 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 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 S 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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S aforesaid have hereunto set their hands and seals this 5th day of March, 1974.

Mary Wirth [SEAL]

Kenneth A. Wirth [SEAL]

THIS DEED WAS PREPARED BY: Craig H. Swain Palatine National Bank 50 North Brockway Palatine, Illinois 60067

ADDRESS \_\_\_\_\_

FOR CONSIDERATION

22 650 208

UNOFFICIAL COPY

*L. Henning*  
MAR 11 PM 2 29

SEAL OF NOTARY PUBLIC  
COOK COUNTY ILL.

MAR-11-74 768216 • 22650208 • A — Rec 5.00

STATE OF Illinois  
COUNTY OF Cook

ss. I, Nanci A. Henning

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
KENNETH A. WIRTH AND MARY WIRTH, HIS WIFE,  
AS JOINT TENANTS

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 5th day of  
March, A. D. 1974

*Nanci A. Henning*  
Notary Public

My commission expires July 3, 1975



Property of Cook County Clerk's Office



22650208

TRUST NO. \_\_\_\_\_

**Deed in Trust**  
WARRANTY DEED

TO  
**PALATINE NATIONAL BANK**  
PALATINE, ILLINOIS  
TRUSTEE

THE PALATINE NATIONAL BANK

END OF RECORDED DOCUMENT