

# UNOFFICIAL COPY

DEED IN TRUST

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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **S EDWARD G. EDGE and DONNA J. EDGE, his wife** 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 **BREMEN BANK AND TRUST COMPANY**, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the **6th** day of **June** 19 **74**, and known as Trust Number **74-519**, the following described real estate in the County of **Cook** and State of Illinois, to-wit:

The East 110 feet of the West 134 feet of the South 100 feet of the North 307 feet of that part of the Northwest Quarter of Section 31, Township 36 North, Range 13 East of the Third Principal Meridian, lying North of the right of way of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

This Document prepared by: **Exempt under provisions of Paragraph D, Section 4 of the Real Estate Transfer Act.**

**Norman J. Smyth**  
Attorney At Law  
16850 Oak Park Avenue  
Tinley Park, Illinois 60477

*Norman J. Smyth*

COOK MAIL

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 vary or subdivide 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 any successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, or otherwise encumber said real estate, or any part thereof, to lease said real estate, from time to time, in possession, or reversion, 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 lease the term of 99 years, or to lease for any period or periods of time and to amend, change or modify leases and to renew leases and to modify the terms and provisions thereof at any time or from time to time, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or part of the premises or any part thereof, to grant easements or future interests in real estate, to release, convey or assign any right, title or interest in real estate or any part thereof, and to do all such things and to execute and deliver every instrument and deed in relation to all other acts 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 any part of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, or otherwise encumber said real estate, or any part thereof, or to be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, capacity 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 hereof 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 the said Trustee or successor in trust.

This conveyance is made upon the express understanding and conditions that neither Bremen Bank And Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, demand or decree for anything it or they or its or their agents or attorneys may do or omit to do and about the said real estate or under the provisions of any deed, trust deed, mortgage, lease or other instrument or any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate, or which may be entered into by him 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 his 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 may 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, avails and proceeds arising from the sale or any other disposition of said real estate, or 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, such that only an interest in earnings avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Bremen Bank And Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

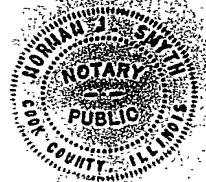
If the title in any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor **S** hereby expressly waives, and releases, and waives, any and all right or benefit under and by virtue 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, **S** aforesaid have **their** hereunto set **their** hand **S** and seal **S** this **6th** day of **June** 19 **74**

*Edward G. Edge* [SEAL]  
*Donna J. Edge* [SEAL]

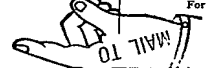
STATE OF **Illinois** the undersigned \_\_\_\_\_ a Notary Public in and for said County of **Cook** County, in the State aforesaid, do hereby certify that **Edward G. Edge and Donna J. Edge, his wife**



personally known to me to be the same person, **S** whose name **S** 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. **notarial** GIVEN under my hand and seal this **6th** day of **June** 19 **74**.  
*Norman J. Smyth*  
Notary Public.  
My commission expires **May 9, 1978**

22747499

GRANTEE:  
**BREMEN BANK AND TRUST COMPANY** 17550 South 71st Ct. Tinley Park  
17500 Oak Park Avenue  
Tinley Park, Illinois 60477



**'END OF RECORDED DOCUMENT'**