

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

COOK COUNTY REC'D 22 761 064 JUN 24 1974 3 03 PM

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REORDER FROM CARROLL LEE & JOHNSON, INC. CHICAGO 90412

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE WITNESSETH, That the Grantor

JOSEPH E. ZGONINA AND SANDRA A. ZGONINA, his wife of the County of Cook and State of Illinois for and in consideration of Ten and no/100 Dollars, and other good and valuable considerations in hand paid, Convey and warrant unto the SCHAUMBURG STATE BANK, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 6th day of May 1974, known as Trust Number 412, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 7 in Block 6 in Branigar's meadow knolls a subdivision of that part of the south west 1/4 of section 27 and the north 1/2 of section 34, Township 41 North, Range 10 east of the third principal meridian in the Village of Schaumburg, in Cook County, Illinois

THIS INSTRUMENT PREPARED BY: JAMES M. GUTHRIE 105 S. ROSELLE ROAD SCHAUMBURG, IL. 60172

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TO HAVE AND TO HOLD the said premises with the appurtenances thereunto in full and perfect warranty unto the trust and for the uses and purposes herein and in said trust as set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alley and to vacate any subdivision or part thereof, and to resubdivide said premises as often as desired, to convey or sell, to grant options to purchase, to sell or any terms, either with or without consideration, to lease said premises 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 renew, to terminate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by lease, agreement in present or 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 lease and to grant options to lease and options to renew lease, any options to purchase the whole or any part of the premises and to contract respecting the manner of fixing the amount of present or future rental, to partition or to exchange said property, or any part thereof, for other real estate, 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 premises or any part thereof, and to deal with said premises 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the genuineness 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such deed, mortgage, lease or other instrument. (b) That at the time of the delivery thereof the trust created by this instrument and by said trust agreement was in full force and effect, (c) that such deed, mortgage or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement, in some amendments thereof and binding upon all beneficiaries thereunder, (d) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (e) if the consideration 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 it, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 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 a right to interest in the earnings, profits and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter encumbered 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 terms 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 is represented by us hereunto set their hand and seal this 20th day of May 1974

(X) Joseph E. Zgonina (Seal) (X) Sandra A. Zgonina (Seal)

State of Illinois ss. Kathryn R. Mullins a Notary Public in and for said County, in County of Cook the state aforesaid, do hereby certify that Joseph E. Zgonina and Sandra A. Zgonina, his wife



personally known to me to be the same person whose names 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 20th day of May 1974

Kathryn R. Mullins Notary Public

GRANTEE: Schaumburg State Bank, Trustee 320 W. Higgins Road Schaumburg, Illinois 60172

For information only insert street address of above described property.

BOY 533

THIS SPACE FOR AFFIXING INDEMNITY AND REVENUE STAMPS

NO TAXABLE CONSIDERATION

Document Number 22 761 064

END OF RECORDED DOCUMENT