

# UNOFFICIAL COPY

2057 ANNUAL FEE NO. 5  
FEE FOR RECORD

22 217 460

RECEIVED  
FEB 13 1973

## DEED IN TRUST (WARRANTY)

FEB 13 '73 9 00 AM

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, S, ESTHER F. BLIETZ, a widow, BRUCE BLIETZ and BEVERLY B. BLIETZ, his wife, all of

the County of Cook and State of Illinois for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars (\$ \_\_\_\_\_) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto OLD ORCHARD BANK AND TRUST COMPANY, an Illinois banking corporation, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under provisions of a certain Trust Agreement, dated the 13th day of October 1971, and known as Trust Number 7121, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 44 (except the West 10 feet thereof) and the South half of vacated alley North of and adjoining said Lot 44 (except the West 10 feet thereof) all in Block 3 in Ira Brown's Addition to Glencoe in the South West quarter of the South East Quarter of Section 7, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: General taxes for 1972 and subsequent years; special assessment due after 1972, in favor of Village of Glencoe recorded as Document No. 6030876; Rights of public or quasi-public utilities any, and agreement amending frontage restrictions, recorded as Document No. 988860.

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 and any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision of part thereof, and to resubdivide said real estate often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, 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 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 futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise thereof of 198 years, and to renew or extend leases upon any terms and for any period or periods of time, and to amend, change or modify 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 fixing the amount present or future rentals, to partition or to change said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey, 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 considerations as would be lawful for any person owning the same, whether similar to or different from the ways above specified, at any time or time hereafter.

In no case shall any party dealing with said Trustee, or any successor or trust, in relation to said real estate, or to whom said real estate 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 the application of any purchase money, rent or money borrowed, advanced on said real estate, or be obliged to see that the terms of it 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 party (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance lease or other instrument, (a) that conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and said Trust Agreement or in all amendments thereto, 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, 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.

This conveyance is made upon the express understanding and condition that neither Old Orchard Bank and Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability to be subjected to any claim, judgment or decree 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, or for negligence in or about said real estate, any and every such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee or Trustee-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 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 whosoever 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, 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 Old Orchard 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 to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or not to register in connection with said real estate may be 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 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 whosoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of an, 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 has ve hereunto set their hand s and seal s this Twenty-second day of January 1973.

Beverly B. Blietz (SEAL) Esther F. Blietz, a widow (SEAL)  
Eugene M. Pruban (SEAL) Eugene M. Pruban (SEAL)  
State of Illinois,  
County of Cook SS  
I, Eugene M. Pruban, a Notary Public in and for said County, in

the state aforesaid, do hereby certify that Esther F. Blietz, a widow, and Bruce Blietz and Beverly B. Blietz, his wife, who are

personally known to me to be the same person S whose name s are and subscribed to the foregoing instrument, appeared before me this day in person and they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this January day of January 1973.

Eugene M. Pruban  
Notary Public  
Cook County, Ill.

Charles C. Moore  
Old Orchard Bank and Trust Company  
Old Orchard Road at Lavergne  
Skokie, Ill. 60076

For information only insert street address of above described property.

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEBT OF  
\$ 01.50  
REVENUE

This space for affixing stamp

22 217 460

END OF RECORDED DOCUMENT