

UNOFFICIAL COPY

DEED IN TRUST (WARRANTY)

23 456 720

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor(s) RALPH PEDERSEN and TORDIS PEDERSEN, his wife, in joint tenancy, 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 Warranty unto First State Bank & Trust Company of Hanover Park, an Illinois banking corporation of Hanover Park, Illinois, 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 6th day of March, 1976 and known as Trust Number 27, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 4 in block 103, The Oaks Unit No. 1, being a Subdivision of part of the Northwest 1/4 of the Southwest 1/4 of Section 26 and part of the Northeast 1/4 of the Southeast 1/4 of Section 27, all in Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois according to the plat thereof recorded April 19, 1966 as Document 19,801,128.

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 with respect to the real estate or any part or parts of it, and at any time or times 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 re-subdivide said real estate or any part thereof, 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 such successor or successors a trust 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 lease to commence in the present or in the future and upon any terms and for any period or periods of time, not exceeding in the case of a lease to 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 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 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 on such other considerations as 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 the trust property, or be obliged to see that the terms of the 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, or convey deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate, or any part thereof, shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (b) that at the time of the delivery thereof the trust created by this deed and by said Trust Agreement was in full force and effect, (c) that the Trust Agreement or in all amendments thereof, if any, and its binding upon all beneficiaries thereunder, (d) 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 (e) 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 said Trustee, his heirs, assigns and assigns.

This conveyance is made upon the express understanding and condition that the Grantee, neither individually as Trustee, nor its successor or successors in trust shall incur any personal liability or 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 or about the said real estate or under the provisions hereof and said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, and said 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 on the name of the then beneficiary under said Trust Agreement, as if it were, in fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of a 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 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 such 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 the trust property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or equitable right in or to said trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property is now or hereafter registered, the Register of Titles is hereby directed not to register or note in the certificate of title duplicate thereof, or to endorse 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 hand and seal this 6th day of March, 1976. [Seal] Ralph Pedersen [Seal] Tordis Pedersen

STATE OF ILLINOIS) COUNTY OF COOK)

I, LOIS R. WAGNER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RALPH PEDERSEN and TORDIS PEDERSEN, 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.

GIVEN UNDER HAND and Notarial Seal this 6th day of March, 1976. [Seal] Lois R. Wagner, NOTARY PUBLIC

Documents Prepared By: TORDIS PEDERSEN 1854 Ashland Court Streamwood, Illinois, 60181

ADDRESS OF PROPERTY: 1834 Ashland Court Streamwood, Illinois, 60183 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED. SEND MANAGEMENT TAX BILLS TO: Alpine Real Estate, Inc. 6724 Barrington Rd. Hanover Park, Illinois, 60103

AFFIX "RIDERS" OR REVENUE STAMPS HERE

23 456 720

DOCUMENT NUMBER

UNOFFICIAL COPY

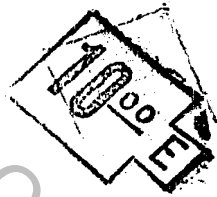
Clary A. Olson

RECORDER OF DEEDS
COOK COUNTY ILL.

1976 APR 20 AM 11 45

APR-20-76 175151 • 23456720 • A — Rec 10.00

Property of Cook County Clerk's Office



RETURN TO: First State Bank & Trust Company
of Hanover Park
1400 Irving Park Road
Hanover Park, Illinois 60103

TRUST NO. _____

DEED IN TRUST

(WARRANTY DEED)

TO

First State Bank & Trust Company
of Hanover Park
Hanover Park, Illinois

TRUSTEE

23456720

FORM 304 115 (REV. 7/75)

END OF RECORDED DOCUMENT