

DEED IN TRUST (WARRANTY)

23 517 070

0303 303

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor s, ROBERT BERNARD O'CONNELL and PATRICIA O'CONNELL (also known as PATRICIA D. O'CONNELL) of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and Warranty unto North Point State Bank, an Illinois banking corporation of Arlington Heights, 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 15 day of April, 1976, and known as Trust Number 189, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 97 in Hollywood Ridge Unit 1, being a Resubdivision of Part of Lots 14, 15, and 16, taken as a Tract in Owner's Division of Buffalo Creek Farm, being a Subdivision of Part of Section 2, Section 3, Section 4, Section 9 and Section 10, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois

10.00

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 of part thereof, and to resubdivide 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 covenants, 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, to 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, to lease in commutation 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 any 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, to modify, to vary and to terminate the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant leases 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 estate, to grant easements or other rights of any kind, to release, convey or assign any right, title or interest in or about or so connected or appertaining to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and under such 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 real estate, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the authority, expediency 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 trust property, shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that the time of delivery thereof of the trust created by this Deed and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereof, if any, and is 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 named and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of it, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, neither individually nor as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree, or to any suit or to the aid of 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 and Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or liability incurred or entered into by the Grantor or any person connected with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as if its attorney-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 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 of such charge 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 and proceeds arising from the sale or other disposition of the trust property, and the interest in or to said trust property as such, but only an interest in the earnings, assets and proceeds thereof as aforesaid, the interest hereof being to vest in the Trustee in fee simple and equitable title in fee simple, to and in 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 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 hereby expressly waives, and releases, 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 3rd day of June, 1976.

Robert B. O'Connell and Patricia D. O'Connell (aka ROBERT BERNARD O'CONNELL and PATRICIA O'CONNELL)

STATE OF Illinois COUNTY OF Cook

Nathan Lakin, Notary Public in and for said County of Cook, Illinois, do hereby certify that Robert B. O'Connell and Patricia D. O'Connell personally known to me to be the Grantors described above, 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 any and all rights and claims.

GIVEN under my hand and Notarial Seal this 3rd day of June, 1976. MY COMMISSION EXPIRES MAY 23, 1977

Document Prepared By: James T. O'Connell, Sr. 714 Sedgwick Drive Libertyville, Illinois, 60048

ADDRESS OF PROPERTY, GRANTOR: 932 WOODLAND DR. WHEELING, ILL. 60090 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND NOT A MAILING ADDRESS. APPLICANT: Robert B. O'Connell

Law Offices of Delaney and Lamberti 800 E. Northport Hwy, Suite 711 Palmdale, Illinois 60067 MAIL TO: BOX 533

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE 05720

64-55-227-0KE

DOCUMENT NUMBER

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

JUN 11 10 47 AM '76

*William F. Egan*  
RECORDED BY 19112

\*23517070

Property of Cook County Clerk's Office

RETURN TO: North Point State Bank  
320 East Rand Road  
Arlington Heights, Illinois 60006

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

DEED IN TRUST  
(WARRANTY DEED)

TO

North Point State Bank  
Arlington Heights, Illinois

TRUSTEE

FORM 507-316 (REV. 10/75)

END OF RECORDED DOCUMENT