

UNOFFICIAL COPY

23 520 241

This Indenture Witnesseth, That the Grantor,^s Edward J. Murphy and Cheryl R. Murphy, his wife

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 Warrant unto PALATINE NATIONAL BANK, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trust within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 11 day of June 19 76, and known as Trust Number 1726 the following described real estate in the County of Cook and State of Illinois to-wit:

Lot 10 in Block 170 in the Highlands at Hoffman Estates XIII, being a Subdivision of part of the East 1/2 of fractional Section 4, together with part of the North East 1/4 of Section 9 and part of the North West 1/4 of Section 10, Township 41 North, Range 10, East of the Third Principal Meridian, in Schaumburg Township, in Cook County, Illinois according to the plat thereof recorded May 26, 1961 as document 18,173,117 in the Office of the County Recorder of Cook County, Illinois.

SUBJECT TO
Grantee's Address: 50 N. Brockway, Palatine, Illinois

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, lease, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or streets and to vacate any subdivision or 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 purchase, either with or without consideration, to convey said real estate or any part thereof to a trustee or successor in trust and to grant to any trustee or successor in trust all of the title, estate, power and authority vested in said Trustee, to donate, to dedicate to mortgage, pledge or other lien, to convey said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, on possession or reversion, for years, 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 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 to renew, to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of having the amount of any such payment 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 appurtenant to said real estate or any part thereof, and to deal with said real estate and any part thereof in all other ways and for such other considerations as it would be lawfully able to do when 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 said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to engage with the authority, necessity or expediency of any act of said Trustee, or be obliged or prohibited 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 execution thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that said 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 handing 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 compliance with all the title, estate, rights, powers, authorities, duties and obligations of us, his or their predecessor in trust.

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 or any part thereof, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the entire interest hereby being to vest in said PALATINE NATIONAL BANK 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 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 6 hereby expressly waives ed and releases ed 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 5 aforesaid by VC hereunto set their hand s and

Edward J. Murphy [SEAL] day of June 19 76
Cheryl R. Murphy [SEAL]
[SEAL] [SEAL]

THIS INSTRUMENT WAS PREPARED BY William E. Leeson ADDRESS 600 Woodfield
Sub. National Bank of Woodfield Schaumburg, Illinois 60195

EXEMPT UNDER PROVISIONS OF PARAGRAPH 5, SECTION 4, REAL ESTATE TRANSFER TAX ACT.
6/14/76 Francis A. Hoffmann
Date
County Clerk, Cook County, Illinois

23 520 241

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RECORDS OF DEEDS
COOK COUNTY ILLINOIS

Shirley L. Lambert
1976 JUN 15 11 10 10

JUN-15-76 206235 • 23520241 • A — Rec

10.00

STATE OF Pennsylvania

ss.

COUNTY OF Lycoming

I, Shirley L. Lambert

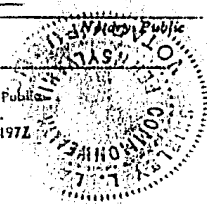
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Edward J. Murphy

personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed, sealed and delivered the said instrument
as his 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 5th day of
June A. D. 1976

My commission expires

Shirley L. Lambert
SHIRLEY L. LAMBERT, Notary Public
Williamstown, Pa.
My Commission Expires Feb. 3, 1977



STATE OF ILLINOIS
COUNTY OF LAKE

I, William E. Leeson, a Notary Public in and for said
County, in the State aforesaid, do hereby certify that
Cheryl Murphy personally known to me to be the same person
whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that
she signed, sealed and delivered the said instrument as her
free and voluntary act, for the uses and purposes therein
set forth, including the release and waiver of the right
of homestead.

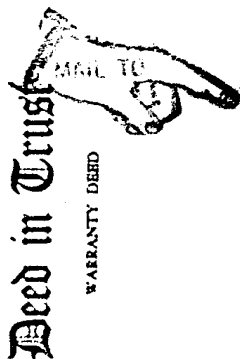
Given under my hand and Notarial Seal this 11 day of June,
A. D. 1976.



William E. Leeson
Notary Public

My Commission expires May 16, 1980

TRUST NO.



TO
PALATINE NATIONAL BANK
PALATINE, ILLINOIS
TRUSTEE

206235
JUN 15 1976

END OF RECORDED DOCUMENT