

DEED IN TRUST (WARRANTY)

23 609 748

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor S. RONALD R. CIERNY and ARLENE M. CIERNY, his wife of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN AND 00/100 Dollars, (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto First State Bank & Trust Company of Franklin Park, an Illinois banking corporation of Franklin 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 12th day of August, 1976 and known as Trust Number 194 the following described real estate in the County of COOK and State of Illinois, to-wit:

Lot 12 in Block 3 in Valtor G. McIntosh Company's River Park Addition, being a Subdivision of part of fractional Sections 27 and 34, Township 40 North, Range 12, East of the Third Principal Meridian, according to the Plat recorded June 15, 1925 in the Recorder's Office as Document B 944 974, in Cook County, Illinois.

Section 4 Real Estate Transfer Act.

Act.

8-12-76 Date

Richard A. Hirschbain Representative

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the Trustee, 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 redivide said real estate as often as needed, to contract to sell, to contract to lease, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to give or sell 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 mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, to lease upon any terms and for any period, to lease 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 any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period, to lease to amend, modify or terminate any lease or leases then existing, to renew leases and options to purchase at any time or times hereafter, to contract to make leases and to grant options to lease and to renew or extend leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of filing the appurtenances of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to discharge or release any charge 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 every part thereof in all other ways and for 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 in relation to 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 to 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; 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 at the time of the delivery thereof the trust created by the Deed and 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, (c) in all amendments thereof, if any, and in binding upon all beneficiaries thereafter, (d) that said Trustee or any successor in trust was authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (e) the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and authorized with all the title, estate, rights, powers, authorities, duties and obligations of the Trustee or his or their predecessors in trust.

This conveyance is made upon the express understanding and condition that the Grantee, neither individually or 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 if 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 of this Deed or said 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 indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by the name of the Trustee or his or her 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 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 interests 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, profits 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 interest, legal or equitable, in or to said trust property as such, but only an interest in the earnings, profits 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 Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or elsewhere, 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 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 S. aforesaid have hereunto set their hands and seal S. this 12th day of August, 1976. Ronald R. Cierny (Seal) Arlene M. Cierny (Seal)

STATE OF ILLINOIS COUNTY OF COOK

Richard A. Hirschbain, Esq. Notary Public in and for said County, in the State of Illinois, do hereby certify that RONALD R. CIERNY and ARLENE M. CIERNY, his wife are the persons whose names are subscribed to the foregoing instrument, appeared before me, read the contents and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and for the purposes therein set forth, including the release and waiver of the right of homestead. Witness my hand and Notarial Seal this 12th day of August, 1976. Commission expires July 23, 1978.

Document Prepared By: Richard A. Hirschbain, Esq. 4242 North Harlem Avenue Chicago, Illinois 60634 ADDRESS OF PROPERTY: 9060 N. Grand, Franklin Park, Ill. FOR ABOVE RIGHTS IN THE STATUTORY PROVISIONS ONLY AND IS NOT A PART OF THE DEED SEND SUBSEQUENT TAX BILLS TO:

23 609 748 AFFIX RIDERS OR REVENUE STAMPS HERE

DOCUMENT NUMBER

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1976 AUG 24 PM 12:49

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RECORDED BY DEEDS
COOK COUNTY ILLINOIS

AUG-24-76 242275 • 23609748 • A --- Rec

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Property of Cook County Clerk's Office



23609748

RETURN TO: First State Bank & Trust Company
of Franklin Park
10101 West Grand Avenue
Franklin Park, Illinois 60131

TRUST NO. 194

DEED IN TRUST

(WARRANTY DEED)

TO

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

TRUSTEE

REC'D 11 12 1976

END OF RECORDED DOCUMENT