

DEED IN TRUST
(WARRANTY)

23 636 312

(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 100 and no/100 (\$10.00) 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 bank-
ing 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 4 in Block 19 in Berkley Square Unit No. 6, a Subdivision in
the Northeast 1/4 of the Northeast 1/4 of Section 18, Township
42 North, Range 11, East of the Third Principal Meridian, according
to the plat thereof recorded August 16, 1967 as Document 20,231,041
in Cook County, 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 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; any part thereof, to dedicate parks, streets, highways or alleys 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 pur-
chase, to sell on any terms, to convey either with or without consent, 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, 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 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, 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 pur-
chase 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 incident 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 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, capacity or competency 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, 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) in the time of the delivery
thereof the trust created by this Deed and by said Trust Agreement was in full force and effect, (b) 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, (c) if the con-
veyance 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 the Trustee, in his or their predecessor in trust,
and

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 for any use of 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 any Trust
Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all liability
being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in con-
nection with said real estate may be entered into by it in the name of the then beneficiary under said Trust Agreement as though the Trustee,
in fact, hereby expressly appointed and authorized for such purpose, or at the election of the Trustee, in his own name as Trustee, as expressly stated,
and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness
except only as to the trust property and funds in the actual possession of the Trustee shall be applicable for the performance and dis-
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 solely in the earnings, dividends 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, dividends 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 memorial, the words "in trust" or "upon condition" or "with Reservations", or words of
similar import, in accordance with the statute in such case made and provided, the intention hereof being to
And the said Grantor 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 seals this 12th
day of August, 1976.

Ronald R. Cierny [Seal] Arlene M. Cierny [Seal]

STATE OF Illinois
COUNTY OF Cook

I, Carol Johnson, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that Ronald R. Cierny and Arlene M. Cierny, his wife
personally appeared before me on the same date as whose names are subscribed in the foregoing instrument, appeared be-
fore me in person and acknowledged that they signed, sealed and delivered the said instrument as their free and volun-
tary act, deed and deed, the contents set forth, including the release and waiver of the right of homestead.

GIVEN UNDER MY HAND AND SEAL THIS 12th day of August, 1976

Carol Johnson [Seal] NOTARY PUBLIC

Document Prepared by:
Richard A. Hirschbein, Eng.
4242 North Harlem Avenue
Chicago, Illinois
ADDRESS OF PROPERTY:
407 N. Kingsbury Drive
Arlington Heights, Ill.
THE ABOVE ADDRESS IS
ONLY AND IS NOT A
SUBSEQUENT

AFFIX "RIDERS" OR REVENUE STAMPS HERE
Exempt under provisions of Paragraph E Section 4,
Real Estate Transfer Tax Act.

Richard A. Hirschbein, Esq.
Buyer, Seller, or Representative
Date 8-12-76

23 636 312

DOC 11

UNOFFICIAL COPY

RECORDED & INDEXED
COOK COUNTY RECORDS

1976 SEP 15 AM 9 15

SEP-15-76 251899 • 23636312 • A — Rec

10.15

Property of Cook County Clerk's Office

23636312

10⁰⁰ MAIL



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

FORM 987 (REV. 11/75)

END OF