

DEED IN TRUST

(WARRANTY)

(The Above Space For Recorder's Use Only)

23 639 973

THIS INDENTURE WITNESSETH that the Grantor GEORGE DOUGHERTY

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 S and Warranty S 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 30 day of December, 1975, and known as Trust Number 166, the following described real estate in the County of Cook and State of Illinois, to-wit:

Unit C in Building 42, together with an undivided 1.5329% interest in the common elements of Bartlett Green IV Condominium in the Southwest 1/4 of Sec. 35, Township 41 North, Range 9 East of the 3rd Principal Meridian, according to a Declaration of Condominium and plat of survey attached thereto as exhibit, recorded September 22, 1972 as Doc. 22061019 in Cook County, Illinois
Subject to: Covenants, easements, restrictions and reservations of record; General taxes for 1976 and subsequent years; Mortgage dated February 28, 1975 and recorded March 4, 1975 as Document No. 23011067 to Mortgage Associates

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, to the said Trustee, his heirs, assigns and successors, forever.

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, enlarge, 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 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 in gross to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to encumber, 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 leases to commence in the present or in the future and upon any terms and for any period or periods, 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 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 such other ways and for such other considerations as should 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 a 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, 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, 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 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 trusts, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries under, (c) that said Trustee, or any successor in trust, was fully 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 appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, his or their predecessor 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, and 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 in 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, or for business incurred or entered into by the Trustee in connection with said real estate may be entered into by him in the name of the Trustee, or his or their agents or attorneys, or in his or their name, 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 deemed to have 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, 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 interest, legal or equitable, in or to said trust property as such, but only an interest in the earnings, avails and proceeds thereof. It is the intention hereof being in vest in the Trustee the entire legal and equitable title in fee simple, in and in 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 contract" 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 any and all right or benefits under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution of a judgment thereunder.

IN WITNESS WHEREOF, the Grantor George Dougherty hereunto set his hand and seal this 15th day of September, 19 76

[Seal] George Dougherty [Seal]
GEORGE DOUGHERTY [Seal]

STATE OF ILLINOIS
COUNTY OF COOK

I, Joan M. Peirson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Dougherty 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 act 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 15th day of September, 19 76

Commission expires 6-12-78 19 78

DOCUMENT PREPARED BY:
Donald M. Leibsker, Atty.
7225 Longmeadow Lane, Hanover Park, Ill.
SEND SUBSEQUENT TAX BILLS TO:
George Dougherty
300 Evans Court, Streamwood, Ill.
60103

ADDRESS OF PROPERTY:
181C Betty Court
Bartlett, Illinois 60103

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

10-00
AFFIX "RIDERS" OR REVENUE STAMPS HERE
Exempt under provisions of Paragraph Section 4, Rec. Est. Act
9-15-76
Date
Buyer, Seller or Representative

DOCUMENT NUMBER
81000000

END OF RECORDED DOCUMENT