

DEED IN TRUST (WARRANTY)

23 639 974

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor, GEORGE DOUGHERTY

10.0

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:

Legal description attached hereto as Exhibit "A"

Subject to: Covenants, easements, restrictions, and reservations of record; General taxes for 1976 and subsequent years; Mortgage dated May 23, 1974 and recorded June 6, 1974 as Document 22740949 to Mortgage Investment Services, Inc.

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 or part thereof, and to render, make or execute any deed, 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 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 leases to commence in the present or in the future and upon any terms and for any period or periods of time, not exceeding in any one 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 purchase the whole or any part of the real estate and to contract respectively in any 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 otherwise appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways, a part of 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 said 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 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 were properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or her predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, as either 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 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 happening in or about said real estate, or 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 it in the name of the then beneficiaries under said Trust Agreement or 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 to 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 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 as aforesaid, the intention of each 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 a note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or "in fee simple", or "in fee simple subject to a trust", or any 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 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 aforesaid has hereunto set his hand and seal this 15th day of September, 1976.

(Seal) GEORGE DOUGHERTY

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 and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under the hand and Notarial Seal this 15th day of September, 1976. Commission expires 6-12-1978. Joan M. Peirson, NOTARY PUBLIC

EXEMPT UNDER PROVISIONS OF PARAGRAPH Section 4 Real Property Act 9-15-76

Office

MAIL TO: 1st St. Bank & Trust Co. of Hanover, P.O. Box 339, Hanover Park, IL 60103

DOCUMENT PREPARED BY: Donald M. Leibscher, Atty. 7225 Longmeadow Lane, Hanover Park, IL. SEND SUBSEQUENT TAX BILLS TO: G. Dougherty, 300 Evans Ct. Streamwood, IL 60103

OR RECORDER'S OFFICE BOX NO. 145 C Ann Ct.

ADDRESS OF PROPERTY: 145 C Ann Ct. Bartlett, Illinois 60103

DOCUMENT NUMBER 23639974

UNOFFICIAL COPY

EXHIBIT "A"

Lots 14 thru 36, both inclusive, and Lot 37 (except the North 25 feet thereof) in Block 2, all in H.O. Stone and Company's Town Addition to Bartlett, being a subdivision in the Southwest Quarter of Section 35 and the Southeast Quarter of Section 34, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded July 23, 1929 as Document Number 10435526 in the Village of Bartlett, in Cook County, Illinois (excepting therefrom Lots 11 and 12 of Unit 1 in Bartlett Manor Subdivision, being a Re-subdivision in the Northeast Quarter of the Southwest Quarter of Section 35, Township 41 North, Range 9 East of the Third Principal Meridian in the Village of Bartlett in Cook County, Illinois); and also Lots 6, 7, 10 and 12 in Unit 1 in Bartlett Manor Subdivision being a Re-subdivision in the Northeast Quarter of the Southwest Quarter of Section 35, Township 41 North, Range 9 East of the Third Principal Meridian in the Village of Bartlett, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium ownership recorded as Document 22449519 on August 22, 1973, together with the undivided percentage interest in the common element. (Excepting from said parcel all the property and space comprising all the units as defined and set forth in said Declaration and survey).

23 639 974

END OF RECORDED DOCUMENT