

# UNOFFICIAL COPY

23 660 631

This Indenture Witnesseth, That the Grantor S FRANK M. HINES  
and DORIS E. HINES, his wife

of the County of Cook and the State of Illinois for and in consideration of  
TEN and no/100 Dollars,

and other good and valuable consideration in hand paid, Convey and Warrant unto BANK OF

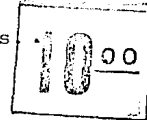
ELK GROVE, an Illinois State Bank, 100 East Higgins Road, Elk Grove Village, Illinois, its successor or successors as

Trustee under the provisions of a trust agreement dated the 7th day of June 1976 known as

Trust Number 1139, the following described real estate in the County of Cook

and State of Illinois, to-wit:

LOT 5010 in Elk Grove Village Section 17, being a  
Subdivision in Section 25 and 36, Township 41 North,  
Range 10 East of the Third Principal Meridian,  
according to the Plat thereof recorded November 14,  
1969 as Document No. 21013188 in Cook County, Illinois



"Exempt under provisions of Paragraph E,  
Section 1, of the Real Estate Transfer  
Tax Act. Dated 2nd day of Sept., 1976"

Permanent Real Estate Index No. 07-26-200-066

Address: 1165 Cunningham Circle, Elk Grove Village, Illinois  
TO HAVE AND TO HOLD the said premises, with the appurtenances, upon the trusts and for uses and purposes herein and in said  
trust agreement set forth.

Full power and authority is hereby granted to said trustee, to improve, manage, protect and subdivide said premises or any part  
thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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  
property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to  
commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single  
demise the term of 198 years, and to renew or extend leases upon any term 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 reversion and to contract respecting the manner  
of fixing the amount of present or future rentals, to partition or to exchange said property, 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 premises or any part thereof, and to deal with said property and every part thereof in all other ways and  
for such other considerations as it 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 in relation to said premises, or to whom said premises or any part thereof shall  
be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see that the application of any purchase money,  
rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be  
obliged to inquire into the 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 in relation to said real  
estate 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 Indenture 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 in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c)  
that said trustee 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 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.

The interest of each and every beneficiary hereunder 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 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, such, but  
only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands 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 cases 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 Safore said has hereunto set their hand and seal S this

23rd day of September, 1976

(SEAL) Frank M. Hines

Doris E. Hines (SEAL)

This instrument was prepared by: Frank M. Hines  
31 Park & Shop Center  
Elk Grove Village, IL 60007

BOX 533

07-26-200-066 6487725E

23 660 631

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

SS. SANDRA LEE MILLER

Notary Public in and for said County, in the State aforesaid, do hereby certify that FRANK M. HINES and DORIS E. HINES, his wife

who are

personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 notarial seal this 23rd day of September A.D. 19 76

*Sandra Lee Miller*

Notary Public.

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES OCT. 12, 1977  
ISSUED BY ILLINOIS NOTARY ASSOC.



COOK COUNTY, ILLINOIS  
FILED FOR RECORD

OCT 4 '76 2 59 PM

*William H. Wilson*  
REGISTRAR OF DEEDS

23660631

**Deed in Trust**

WARRANTY DEED

ADDRESS OF PROPERTY

*mill*  
**Bank of Elk Grove**

TRUSTEE  
100 East Higgins Road  
ELK GROVE VILLAGE, ILLINOIS 60007

**END OF RECORDED DOCUMENT**