

DEED IN TRUST

23 823 113

1977 FEB 17 AM 9 38

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

WARRANTY

FEB-17-77

10.00

THIS INDENTURE WITNESSETH, That the Grantors, MORRIS I. KAPLAN and JUDITH M. KAPLAN, his wife

of the County of COOK and State of ILLINOIS for and in consideration of Ten Dollars & other good considerations dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto UNITED OF AMERICA BANK, an Illinois State Bank, One East Wacker Drive, Chicago, Illinois 60601, its successor or successors, as Trustee under a trust agreement dated the 16th day of FEBRUARY, 1977, known as Trust Number 1038, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 5 in Block 5 in 1st Addition to Wilmette Laramie Subdivision, being a subdivision of lot 44 and the South 1/2 of Lot 45 in County Clerk's Division of the East 1/2 of Section 31, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

(Permanent Index No. 05-31-214-028-0000)

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

Full power and authority is hereby granted to said trustee to subdivide and resubdivide the real estate or any part thereof; to dedicate parks, streets, highways or alleys and to vacate a subdivision or part thereof; to execute contracts to sell or exchange, or execute grants of options 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 the trustee; to donate, to dedicate, to mortgage, or otherwise encumber the real estate, or any part thereof; to execute leases of the real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in the present or future, and upon any terms and for any period or periods of time, and to execute renewals or extensions of leases upon any terms and for any period or periods of time and to execute assignments, execute options to lease and options to renew leases and options to purchase at any time or times hereafter; to execute contracts to make leases and to respecting the manner of fixing the amount of present or future rentals; to execute grants of easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to the real estate or any part thereof, and to deal with the title to said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the title to the real estate to deal with it, whether similar to or different from the ways above specified and at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money necessarily or expediency of any act of the trustee, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the trust deed, mortgage, lease or other instrument executed by the trustee in relation to the 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 herein and by the 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 the trust agreement or in any amendments thereof and binding upon all beneficiaries, (c) that the trustee was duly authorized and empowered to execute and deliver every such trust deed, lease, mortgage or other instrument and fully vested with all the title, estate rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither United of America Bank of Chicago, 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 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 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 as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an estate as 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 interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, 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 case made and provided.

And the said grantor, S hereby expressly waive and release 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 of execution or otherwise.

In Witness Whereof, the grantor, S aforesaid has hereunto set their hand and seal this 16th day of February, 1977.

Morris I. Kaplan (SEAL) Judith M. Kaplan (SEAL)
MORRIS I. KAPLAN JUDITH M. KAPLAN, his wife

THIS INSTRUMENT PREPARED BY: IVAN M. RITTENBERG, ESQ. 1 N. La Salle Chgo. Ill.

State of Illinois } I, MARY WEDGE
County of Cook } ss. a Notary Public in and for said County, in the state aforesaid, do hereby certify that MORRIS I. KAPLAN and JUDY M. KAPLAN, his wife



personally known to me to be the same person, S whose name S are 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 and notarial seal this 16th day of February, 1977.

Commission expires Dec 4, 1978
Mary E. Wedge
Notary Public

UNITED OF AMERICA BANK
One East Wacker Drive
Chicago, Illinois 60601

631 Leamington Wilmette, Ill.

For information only insert street address of above described property.

Box 329

I hereby declare that the above reference transaction and a ...
Buyer, Seller or Agent
Date 4/1/77
Morris I. Kaplan

This space for affixing Riders and Revenue Stamps
Notary Public in and for Cook County, Illinois
Document Number 23823113

10.00