

DEED IN TRUST

(WARRANTY)

(The Above Space For Recorder's Use Only)

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THIS INDENTURE WITNESSETH, that the Grantor s, DONALD EUGENE FOSS and BRENDA FAYE FOSS, his wife, 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 and Warranty 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 1st day of March, 1977, and known as Trust Number 366, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 631 in Glenbrook Unit 7, being a subdivision of part of the South 1/2 of Section 13, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded April 16, 1971 as Document 21451164, in Cook County, Illinois

Subject to: Covenants, easements, restrictions and reservations of record; General taxes for 1976-1977; Mortgage dated August 27, 1974 and recorded September 4, 1974, as Document 22835830 to Advance Mortgage Corporation.

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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 at length.

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, lease, 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 to grant, to each successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to mortgage, to pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, to possess 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 single lease the term of 198 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 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 assessment appurtenant 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 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 have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the Trustee, his or their predecessors in office.

This conveyance is made upon the express understanding and condition that the Grantee, 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 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 hereunder, or for any other violation of the trust property, and 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 in the name of the then beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in his 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, all of which are 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 of 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, profits 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, profits and proceeds thereof as aforesaid, and no beneficiary hereunder 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 limitations", or words of similar import, in accordance with the statute in such case made and provided.

And the said Grantor 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 on execution or otherwise.

IN WITNESS WHEREOF, the Grantor s aforesaid have hereunto set their hand s and seal s this 1st day of March, 1977.

Donald Eugene Foss (Seal) Brenda Faye Foss (Seal) DONALD EUGENE FOSS BRENDA FAYE FOSS

STATE OF Illinois COUNTY OF Cook ss.

I, Joan M. Peirson, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Donald Eugene Foss and Brenda Faye Foss, 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 1st day of March

Commission expires 6-12 19 78

DOCUMENT PREPARED BY: Elliot Heidelberg, Atty. 7225 Longmeadow Lane, Hanover Park, IL.

SEND SUBSEQUENT TAX BILLS TO: D. Foss 102 Heine Dr., Streamwood, IL. 60103

OR RECORDER'S OFFICE BOX NO.

ADDRESS OF PROPERTY: 102 Heine Dr. Streamwood, IL. 60103

FORM 58F 218 (REV. 1/76)

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

RECORDERS OFFICE COOK COUNTY ILL.

AFFIX "RIDERS" OR REVENUE STAMPS HERE

Exempt under provisions of Paragraph E Section 4, Real Estate Tax Act

Elliot Heidelberg, Atty. Buyer, Seller or Successor in Interest Date 2-1-77

1000 MAIL

DOCUMENT NUMBER

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