

Deed in Trust, 23 886 035

This Indenture Witnesseth, That the Grantor, \_\_\_\_\_

THOMAS J. CARROLL AND DIXIE R. CARROLL, HIS WIFE  
of the County of Cook and State of Illinois for and in consideration  
of Ten and No/100 Dollars,  
and other good and valuable considerations in hand paid, Convey and Warrant  
unto the FOSFELLE STATE BANK AND TRUST COMPANY a corporation organized and existing under the  
laws of the State of Illinois, as Trustee under the provisions of a trust agreement dated the 10th  
day of March 19 77, known as Trust Number 10203, the following described  
real estate in the County of Cook and State of Illinois, to-wit:

Lot No. 610, in Strathmore, Schaumburg Unit No. 7, being a subdivision  
of parts of Section 16, Section 17 and Section 20, Township 41 North,  
Range 10 East of the Third Principal Meridian according to the plat  
thereof recorded May 5, 1971 as Document No. 21469627, in Cook  
County, Illinois\*\*

THIS INSTRUMENT PREPARED BY:  
JAMES M. GUTHRIE  
105 S. ROSELLE ROAD  
SCHAUMBURG, IL 60193

TO HAVE AND TO HOLD the said premises 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 and vested in said trustee to improve, manage, protect and sub-  
divide 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 suc-  
cessor 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 praesenti 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 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 here-  
after, 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. Any such power and authority granted to  
the Trustee shall not be exhausted by the user thereof, but may be exercised by it from time to time and as often as  
occasion may arise with respect to all or any part of the trust property.

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 to the ap-  
plication of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the  
terms of this trust and said trust agreement 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 agree-  
ment; 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  
by 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 its, 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 as 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 case made and provided, and said  
Trustee shall not be required to produce the trust agreement or a copy thereof or any extracts therefrom, as evidence  
that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and mean-  
ing of the trust.

And the said grantor S hereby expressly waive S and release all rights under and by virtue of the homestead  
exemption laws of the State of Illinois.

In Witness Whereof, the grantor S aforesaid have hereunto set their hands and  
seal this 14th day of March 19 77

THOMAS J. CARROLL (SEAL) DIXIE R. CARROLL (SEAL)

23 886 035

# UNOFFICIAL COPY

COUNTY OF COOK  
STATE OF ILLINOIS

ss. 1977 APR 13 PM 12 48

I, THE UNDERSIGNED

a Notary Public in and for said County, in the State aforesaid do hereby certify that  
Thomas J. Carroll and Dixie R. Carroll, His Wife

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 and notarial seal this  
14th day of March A. D. 19 77

Wesley A. O'Hara

Notary Public



Property of Cook County Clerk's Office

23886045

TRUST NO. \_\_\_\_\_

**Deed in Trust**

WARRANTY DEED

MAIL TO

ROSELLE STATE BANK  
AND TRUST COMPANY  
ROSELLE, ILLINOIS 60172

TRUSTEE

ROSELLE STATE BANK, INC.

**END OF RECORDED DOCUMENT**