

UNOFFICIAL COPY

23 962 676

This Indenture Witnesseth, That the Grantor,.....

CHARLES E. THOMAS AND NANCY L. THOMAS, His Wife

of the County of Cook and State of Illinois for and in consideration of Ten Dollars and no/100's Dollars.

and other good and valuable considerations in hand paid, Convey..... and Warrant unto FIRST NATIONAL BANK OF LA GRANGE, a National Banking Association, as Trustee under the provisions of a trust agreement dated the 26th day of April 1977, known as Trust Number 1412, the following described real estate in the County of Cook and the State of Illinois, to-wit:

Lot 66 in Owners' Subdivision of that part of the East 40 acres of the South 80 acres of the Southwest Quarter of Section 2, Township 38 North, Range 12, East of the Third Principal Meridian lying South of the North 163 feet and North of the South 153.9 feet and West of a line 50 feet West of and parallel with the Centerline of a prolongation thereof of Hinsdale Avenue (Now known as First Avenue) in Cook County, Illinois. Also the South 80 feet of the North 163 feet of the West 130 feet of the East 40 acres of the South 80 acres of the S 1/2 of Section 2, Township 38 N, Range 12, East of the 3rd Principal Meridian. Also the West 33 feet of the South 153.9 feet (except the South 33 feet thereof) of the East 40 acres of the South 80 acres of the Southwest Quarter of Section 2, Township 38 North, Range 12, East of the 3rd Principal Meridian and West of a line 50 feet West of and parallel with the Centerline of First Avenue in Cook County, Illinois. Also Lots 3 to 12 inclusive and 17 to 21 inclusive in H. O. Stone's 8th Addition to Lyons, being a Subdivision of the Southwest quarter of the Southwest quarter of Section 2, Township 38 North, Range 12, East of the third Principal Meridian, in Cook County, Illinois

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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 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 redivide 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 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 future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise 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 and 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 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 to the application of any purchase money, rent, or money borrowed or advanced upon 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 trust conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereto and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

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 "within 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..... aforesaid have..... hereunto set..... their..... hands..... and seal.....

this 26th day of May 1977.

Nancy L. Thomas (SEAL) (SEAL)
Charles E. Thomas (SEAL) (SEAL)

Prepared by:
Cynthia T. Sikora
620 W. Burlington Av.
La Grange, Il. 60525

Section 4, Exempt under provisions of Paragraph e, Reg. Estate Transfer Tax Act.

Buyer, Seller or Representative
Date 5/26/77

UNOFFICIAL COPY

378 50 05

Handwritten signature

1977 JUN 10 AM 9 06

RECORDED IN BOOK 23962606

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10.00

STATE OF Illinois

COUNTY OF Cook

SS.

I, CYNTHIA T. SIKORA

Notary Public in and for said County, in the State aforesaid, do hereby certify that
CHARLES E. THOMAS AND NANCY L. THOMAS, His Wife

personally known to me to be the same person... whose name... 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

26th day of May A. D. 19 77

Cynthia T. Sikora
Notary Public.

My Commission expires June 14, 1980



Property of Cook County Clerk's Office

10.00 E

23962606

TRUST No.
DEED IN TRUST
(WARRANTY DEED)

TO
FIRST NATIONAL BANK OF LA GRANGE
TRUSTEE



TRUST DEPARTMENT
FIRST NATIONAL BANK
OF LA GRANGE
La Grange, Illinois

END OF RECORDED DOCUMENT