

UNOFFICIAL COPY

23 997 369

This Indenture Witnesseth, That the Grantor, S. MICHAEL

LEE FMIGH and MARILYN F. EMIGH, his wife,

of the County of Cook and State of Illinois, for and in consideration

of the sum of Ten Dollars (\$ 10.00),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey

and Warrant to THE FIRST NATIONAL BANK OF DES PLAINES, a corporation duly organized and existing

as a national banking association under the laws of the United States of America, 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

2nd day of July, 1977, and known as Trust Number 75501936

the following described real estate in the County of Cook

and State of Illinois, to-wit:

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Lot 13 in Block 178 in Hoffman Estates XVII, being a Subdivision of the South West quarter of the North East quarter of Section 16, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded May 9, 1963 as document 18792242 in the Office of the Recorder of Deeds, in Cook County, Illinois.

Permanent Tax No. 07-16-215-013

23997369

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, 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 resubdivide 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 such successor or successors in trust all the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to lease said real estate, 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, 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, state 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 do 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 to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this 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 real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) 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 all amendments thereof, if any, and binding upon all beneficiaries hereunder, (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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The First National Bank of Des Plaines, 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 happening in or about said real estate, any and all 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 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 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 shall be applicable for the payment and discharge thereof). All persons and corporations whatsoever 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 and 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, avails and proceeds arising from the sale or any 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, the intention hereof being to vest in said First National Bank of Des Plaines the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate 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, release, and discharge 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 2nd day of July, 1977.

[SEAL]

[SEAL]

THIS INSTRUMENT PREPARED BY:
JAMES S. SHELDON, ESQ.
701 LEE STREET
DES PLAINES, ILLINOIS 60016

Michael Lee Emigh [SEAL]
Marilyn F. Emigh [SEAL]

NOT RECORDED HEREIN

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23 997 369

EXEMPT UNDER PROVISIONS OF ILL. E
SECT. 4, REAL ESTATE TRANSFER TAX ACT

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RECORDED BY DEPT. OF RECORDS & CLERK OF COOK COUNTY

STATE OF ILLINOIS
COUNTY OF COOK

JUL--5-77 402216 + 23997369 + A Rec 10.15

ss. I, Ruth A. Troutman

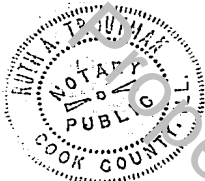
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
MICHAEL LEE EMIGH and MARILYN F. EMIGH,
his wife,

personally known to me to be the same persons whose names 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 2nd day of
July A. D. 1977

Ruth A. Troutman
Notary Public.

My commission expires MY COMMISSION EXPIRES JULY 13, 1979



TRUST NO. 75501936

Deed in Trust

WARRANTY DEED

TO
THE FIRST NATIONAL BANK
OF DES PLAINES
733 Lee Street
Des Plaines, Illinois
TRUSTEE

23997369

END OF RECORDED DOCUMENT