

DEED IN TRUST (WARRANTY)

23 070 169 MAY 5 9 29

RECORDER OF DEEDS COOK COUNTY ILLINOIS

MAY - 5 - 75 (The Above Said Deed is on 23070169 - A - Rec

5.10

THIS INSTRUMENT WITNESSETH, that the Grantor, Eleanor E. Ivans, Divorced and not Remarried of 904 Creighton Ave., Elk Grove Village, Cook County, Illinois, for and in consideration of the sum of Ten and no/100 (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and warrant unto North Point State Bank, an Illinois banking corporation of Arlington Heights, 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 14th day of March, 1975 and known as Trust Number 35, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 3289 in Elk Grove Village Section 11, Being a Subdivision in Sections 32 and 33, Township 41 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded in the Office of the Recorder of Deeds on August 24, 1962 as Document 18-572-095, in Cook County Illinois

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 in said Trust Agreement set forth.

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, manage, protect and subdivide 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 of the title, estate, powers and authorities vested in said Trustee, to donate, to lease, 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, in possession 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 99 years, and to renew or extend leases upon any terms and for any period or periods of time, 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 paying 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 estate in or pertaining 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 all 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 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 of said instrument was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereto, if any, and is binding upon all beneficiaries hereunder, (b) 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 (c) 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 the Grantee, neither individually nor 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 the Deed and 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 of its charge 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 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 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, avails and proceeds thereof as aforesaid, the intention hereof 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 waives and releases 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 has hereunto set her hand and seal this 14th day of March, 1975.

[Seal]

Eleanor E. Ivans

STATE OF Illinois COUNTY OF Cook

I, Mary Ellen Patrick, a Notary Public in and for said County of Cook, do hereby certify that Eleanor E. Ivans, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

My hand and Notarial Seal this 14th day of March, 1975. My Commission Expires May 24, 1977

Mary Ellen Patrick NOTARY PUBLIC

Document of Eleanor E. Ivans 904 Creighton Avenue Elk Grove Village, Illinois North Point State Bank P.O. Box 700 Arlington Heights, Illinois 60006

500 MAIL

Receipt under provisions of Paragraph 4, Section 4, Real Estate Transfer Tax Act. Date 3/14/75. OFFICERS' OR REVENUE STAMPS HERE

23070169

DOCUMENT NUMBER



SEND SUBSEQUENT TAX STAMPS TO: North Point State Bank (Name) P.O. Box 700 Arlington Heights, Illinois 60006

UNOFFICIAL COPY

RETURN TO: North Point State Bank
320 East Rand Road
Arlington Heights, Illinois 60006

TRUST NO. 35

23070169

DEED IN TRUST

(WARRANTY DEED)

TO

North Point State Bank
Arlington Heights, Illinois

TRUSTEE

NORTH POINT STATE BANK
P. O. BOX 700
ARLINGTON HTS., IL 60006

Alta
JUDITH A. OLIVARES
Assistant Cashier



50 000 TRD

FORM 597 218 (10/74)

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT