

23 116 397  
DEED IN TRUST

(WARRANTY)

JUN 17 1975 AM 9 17  
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JUN 17 1975 (The Above Space For Recorder's Use Only) T u A

RECORDS OF DEEDS  
COOK COUNTY ILLINOIS

5.00

THIS INDENTURE WITNESSETH, that the Grantor CLINTON A. BOWMAN, JR. AND  
JOAN M. BOWMAN, 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 Warranty unto First State Bank & Trust Company of Hanover Park, an Illinois bank-  
ing 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 29th day of May, 1975, and known as Trust Number  
40, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 179 in Woodland Heights Unit 1, being a Subdivision in Sections 23 and 26,  
Township 41 North, Range 9, East of the Third Principal Meridian, according to the  
plat thereof recorded January 17, 1958 as Document 17112595, 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 or any part thereof, to dedicate parks, streets, highways or alleys and to  
vacate any subdivision or part thereof, and to re-subdivide said real estate as often as desired, to contract to sell, to grant options to pur-  
chase, 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 a part all of 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, to 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 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 to make leases and to grant options to lease and options to renew leases and options to pur-  
chase 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 emanating 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 to the application of any purchase money, rent or money borrowed or advanced on the trust property, or 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, in 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, that at such conveyance or other instru-  
ment 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 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 con-  
veyance 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 his, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantee, neither 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 any lien 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 and 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 con-  
nection 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 dis-  
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 interest 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 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 Bowman, the Grantor Bowman hereunto set their hands and seal, this 29th  
day of May, 1975.

[Seal] Clinton A. Bowman Jr. [Seal]  
Joan M. Bowman [Seal]

I, Beverly B. Wood, a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that Clinton A. Bowman, Jr. and Joan M. Bowman  
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared be-  
fore 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 29th day of May, 1975.  
Commission expires February 18, 1976.  
[Signature] NOTARY PUBLIC

Document Prepared By:  
David Belden, Atty. at Law  
1601 Tanglewood  
Hanover Park, Illinois  
ADDRESS OF PROPERTY:  
304 Stratford Circle  
Streamwood, Illinois 60103  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES  
ONLY AND IS NOT A PART OF THIS DEED.  
SEND SUBSEQUENT TAX BILLS TO:  
Clinton A. Bowman, Jr.  
304 Stratford Circle  
Streamwood, Illinois 60103

009  
5-29-75  
Exempt under provisions of Internal Revenue Code, Section 4, Real Estate Transfer Tax Act.  
DATE OF RECORDING: 5/29/75  
REGISTERED BY: Beverly B. Wood, Notary Public  
DOCUMENT NUMBER: 23116397

UNOFFICIAL COPY

Property of Cook County Clerk's Office

23116397

RETURN TO: First State Bank & Trust Company  
of Hanover Park  
1400 Irving Park Road  
Hanover Park, Illinois 60103

TRUST NO. 40

DEED IN TRUST

(WARRANTY DEED)



TO

First State Bank & Trust Company  
of Hanover Park  
Hanover Park, Illinois

TRUSTEE

FORM BBF 311 (10/74)

END OF RECORDED DOCUMENT