

63-92-349K

10/6/3/6

23 138 702,

This Indenture Witnesseth, That the Grantor, CAROL JEAN DAY (formerly Carol Jean Battliff) and JAMES DAY, her husband

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

and other good and valuable consideration in hand paid, Cometh and Warrant unto LASALLE NATIONAL BANK, a national banking association, of 135 South La Salle Street, Chicago, Illinois, its successor or successors as Trustees under the provisions of a trust agreement dated the 6th day of June 1975 known as Trust Number 49006

the following described real estate in the County of Cook and State of Illinois, to-wit:

The North 23.66 feet of lot 5 and the South 19.64 feet of lot 4 in block 1 in A. A. Lewis Dempster Terminal Ridge Subdivision, First Addition in the South West quarter of Section 16, Township 41 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded May 6, 1926 as Document 9198845, in Cook County, Illinois;

Subject to: Real Estate Taxes for the year 1974 and succeeding years; Restrictions and Covenants of Record; Building Lines and Village Ordinances;

500

THIS INSTRUMENT WAS PREPARED BY ROBERT J. SABIN 1040 S. ARLINGTON HEIGHTS RD. ARLINGTON HEIGHTS, ILL. 60005

Permanent Real Estate Index No. 10-16-316-032

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for 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 subdivide 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 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 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 transfer, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to transfer, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to purchase or to acquire by purchase or lease and options to renew leases and options to purchase the whole or any part of the premises and to contract respecting the same, to fix the amount of present or future rentals, to partition or to exchange said property, and to contract respecting the same, to lease or to convey, or to release, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or 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 in any way to the application of any purchase money, rent, or money borrowed or advanced on 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 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 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 him, 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 cases 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 he, hereunto set their hands and seal this 13th day of June, 1975.

Carol Jean Day (SEAL) James Day (SEAL)

STATE OF ILLINOIS DEPARTMENT OF REVENUE

23 138 702

Box 350 Box 355

UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK SS. ROBERT J. SNOIN

Notary Public in and for said County, in the State aforesaid, do hereby certify that  
JAMES DAY HUSBAND OF CAROL JEAN  
DAY (FORMERLY KNOWN AS CAROL JEAN  
RATLIFF

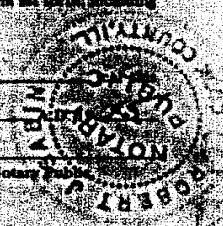
personally known to me to be the same person S whose name S ARE  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that THEY signed, sealed and delivered the said instrument as  
THEIR free and voluntary act, for the uses and purposes therein set forth, including  
the release and waiver of the right of homestead.

GIVEN under my hand NOTARY

27th day of June

*[Signature]*

Notary Public



COOK COUNTY  
FILED

JUL 3 3 14 PM '75

*[Signature]*  
REGISTRAR

\*23138702

BOX 350

Deed in Trust

WARRANTY DEED

ADDRESS OF PROPERTY

TO

LaSalle National Bank

TRUSTEE

8027CS

END OF RECORDED DOCUMENT