

# UNOFFICIAL COPY

DEED IN TRUST

(WARRANTY)

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SEP 16 '75 11 00 AM

(The Above Space For Recorder's Use Only) 23225938

COOK CO. NO. 016

THIS INDENTURE WITNESSETH, that the Grantors Cass R. Wolfenberger and Patricia A. Wolfenberger, His Wife of the County of Cook and State of Illinois for and in consideration of the sum of Ten Dollars and no/100 Dollars, (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Warranty S unto First State Bank & Trust Company of Park Ridge, an Illinois banking corporation of Park Ridge, 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 16 day of August, 1975 and known as Trust Number 128, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 7 in Block 3 in S. T. Gunderson and Sons addition to Oak Park in Section 18, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Subject to 1975 Real Estate Taxes; Building line as shown on the Plat of said Subdivision recorded April 17, 1906 as Document 347919

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TO HAVE AND TO HOLD the above described 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, lease, sell, convey, dedicate, mortgage, or otherwise encumber 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 in trust, to grant options to purchase, to mortgage, to dedicate, to mortgage, to pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, for any term or terms, in person or by attorney, by lease to commence 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 purchase, to purchase, to grant options to purchase and to purchase, to lease and to option to purchase the whole or any part of the reversion and to contract respecting the manner of filing the amount of present or future taxes, 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 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 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 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 thereof the trust created 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 herein and in said Trust Agreement as in all amendments thereto, if any, and in binding upon all beneficiaries thereunder, (c) that the 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 in 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, rights, powers, authorities, duties and obligations of their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantors, either individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, demand or decree for anything in or they or its or their agents or attorneys may do or omit to do or about the said real estate or any part thereof, in connection with the 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 assumed 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 expressly appointed for such purposes, or at the election of the Trustee, its successor or successors in trust, and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness incurred or assumed by it in the name of the then beneficiaries under said Trust Agreement as their attorney, in fact, hereby expressly appointed for such purposes, or at the election of the Trustee, its successor or successors in trust, and shall be held harmless therefor. All taxes and assessments whatsoever and whatsoever shall be charged with notice of assessment from the date of assessment to the end of this Deed.

The interest of each and every beneficiary hereunder shall be deemed to be a separate and distinct interest in the real estate and the interest of each and every beneficiary hereunder shall have any title or interest, lease or security, in or to said real estate or any part thereof, but only as interest in the real estate, trust and proceeds thereof as provided in the instrument hereunder and not to the Trustee the entire legal and equitable title 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 issue in the certificate of title or duplicate thereof, or in any other certificate, or upon conditions or with limitations, or with any other limitation or restriction, in accordance with the statute in such case made and provided.

And the said Grantors S hereby expressly waive S and release S 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 has hereunto set their hands and seals this 16 day of August, 1975.

Cass R. Wolfenberger (Seal) Patricia A. Wolfenberger (Seal)  
Cass R. Wolfenberger Patricia A. Wolfenberger

STATE OF Illinois  
COUNTY OF Cook  
I, John W. McElroy, Notary Public in and for said County, in the State of Illinois, do hereby certify that Cass R. Wolfenberger and Patricia A. Wolfenberger, his wife, personally appeared before me, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes and purposes therein set forth, including the release and waiver of the right of homestead.  
GIVEN UNDER MY HAND AND Notarial Seal this 8 day of September, 1975.  
Commission expires Mar 3 1977

Instrument Prepared By  
John McElroy - Attorney  
105 W. Madison  
Chicago, IL

ADDRESS OF PROPERTY:  
721 S. Ridgeland  
Oak Park, IL  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND NOT A PART OF THIS DEED.  
SEND SUBSEQUENT TAX BILLS TO  
First State Bank & Trust Company  
of Park Ridge, Trustee U/T 128  
607 Devon Avenue, Park Ridge, Ill.

STATE OF ILLINOIS  
REAL ESTATE DEPARTMENT  
RECORDS SECTION  
SEP 16 1975  
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64-04-053

16-11-20-3-007

END OF RECORDED DOCUMENT