

# UNOFFICIAL COPY

DEED IN TRUST OCT 10 FN 1 21

Quit Claim

Recorded By 23 257 472

031-10-75

76833 • 22583096 • 72 • A

THIS INDENTURE WITNESSETH, That the Grantor, Steve Wolchuk and Kathleen Wolchuk, his wife of the County of Cook and State of Illinois for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim unto WHEELING TRUST AND SAVINGS BANK, a banking corporation duly organized and existing under the laws of the State of 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 7th day of October 1975, and known as Trust Number 75-287, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 35 in Buffalo Grove Unit No. 6, being a subdivision in the East Half of Section 5, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois

SUBJECT TO  
First mortgage at Advent Mortgage Corporation recorded as Document 22583096

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 to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to create any subdivisions or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell or any lease, to convey other 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 dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, in 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 and according in the case of any single lease the term of 100 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 loans 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 as charges of any kind, to release, convey or assign any right, title or interest in or about said real estate or any part thereof, and to do all such other acts and things as may be deemed proper and expedient for the carrying out of the trusts herein and in said Trust Agreement.

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 otherwise disposed of 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 person dealing with said Trustee, or any successor in trust, who has acted in good faith and in reliance upon the records of the County of Cook, Illinois, shall be conclusively presumed to have acted in reliance upon the records of the County of Cook, Illinois, and shall not be liable for any loss or damage sustained by him or her in consequence of any act of said Trustee, or any successor in trust, in relation to said real estate shall be conclusively presumed to have acted in reliance upon the records of the County of Cook, Illinois, and shall not be liable for any loss or damage sustained by him or her in consequence of any act of said Trustee, or any successor in trust, in relation to said real estate.

This conveyance is made upon the express understanding and condition that neither Wheeling Trust and Savings Bank, 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 beneficiary 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. 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 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 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 interest hereof being in trust in said Wheeling Trust and Savings Bank the entire legal and equitable title to 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 limitation, or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the real estate is in accordance with the true intent and meaning of the trust.

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 S aforesaid have hereunto set their hands and seals this 7th day of October, 1975.

Steve Wolchuk [SEAL] Kathleen Wolchuk [SEAL]

State of Illinois ) ss Phyllis Lindstrom a Notary Public in and for said County, in  
County of Lake ) the state aforesaid, do hereby certify that  
Steve Wolchuk and Kathleen Wolchuk, his wife

personally known to me to be the same persons S, whose names 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 rights of homestead.  
Witness under my hand and notarial seal this 7th day of October, 1975.  
Phyllis Lindstrom  
Notary Public

RETURN TO ROBERT F. MOORE  
WHEELING TRUST AND BANK  
Wheeling Ill no s 60090

For information only insert street address of above described property.

This space for affixing Return and Revenue Stamp  
Stamp under provisions of Paragraph 5, Section 4, Real Estate Transfer Tax Act  
D-9-25  
Phyllis Lindstrom  
Notary, Seller or Representative  
5.10

500 MAIL

Document Number 22583096

END OF RECORDED DOCUMENT