

UNOFFICIAL COPY

DEED IN TRUST
(WARRANTY)

23 324 178
1975 DEC 15 AM 11 19

RECORDED IN THE
COUNTY OF COOK

(The Above Space For Recorder's Use Only)

5.00

THIS INDENTURE WITNESSETH, that the Grantor s. Norman E. Duncan and
Elsie J. Duncan, his wife
of the County of Cook and State of Illinois, for and in consideration of the sum
of TEN DOLLARS & 00/100 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 bank-
ing 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 1st day of December, 1975 and known as Trust Number
170, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot fifty two (52) in Forestdale Park, in Park Ridge, Illinois, being
a subdivision of Lot four (4) and that part of Lot five (5) in Owner's
Partition of the West half of the North West quarter of Section 27,
Township 41 North, Range 12, East of the Third Principal Meridian, lying
North of the South line of the North 130 rods of the West half of the
North West quarter of said Section 27, in Cook County, Illinois.

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
execute any subdivision or part thereof, to redivide said real estate as often as desired, to contract to sell, to grant options to pur-
chase, to sell on any terms, to convey 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 a successor or successors in trust all of the title, estate, powers and authorities vested in said
Trustee, to donate, to dedicate, to mortgage or otherwise encumber said real estate, or any part thereof, to lease said real estate,
or any part thereof, from time to time, on any condition or reservation, by leases to commence in the present or in the future and upon any
terms and for any period or periods of time, or extending in the case of any single demise the term of 99 years, and to renew or extend
at any time or times hereafter, to contract to purchase 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 assignments or charges of any
kind, to release, convey or assign any right, title or interest in, about or appertaining to said real estate or any part thereof
to deal with said real estate and every part thereof in all lawful 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 a successor in trust, in relation to said real estate, or to whom said real estate
or any part thereof shall be conveyed, constituted to be sold, 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 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 or in said Trust Agreement or in all
amendments thereof, if any, and is binding upon all beneficiaries thereunder, (c) In said Trust Agreement, 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 a, b 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 anything it or they
or its or their agents or attorneys may do or omit to do in or about the said real estate under the provisions of this Deed or said Trust
Agreement or any amendment thereof or for injury to person or property, happening 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 beneficiary under said Trust Agreement as their authority,
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 in, or quiet title 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, S. hereby expressly waive, S. and release S. any and all right or benefit under and by virtue of, 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 ha. VE hereunto set their hand S. and seal S. this 1st
day of December, 1975.
Norman E. Duncan [Seal] Elsie J. Duncan [Seal]

STATE OF Illinois
COUNTY OF Cook
I, Carolyn S. Sene, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that Norman E. Duncan and Elsie J. Duncan, his wife
personally known to me to be the same person S. whose names S. 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 volun-
tary 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 1st day of December, 1975.
Commission expires 19 1976.
Carolyn S. Sene NOTARY PUBLIC

Document Prepared By:
Lowel Jacobsen - Attorney At Law
10 South La Salle - Suite 1438
Chicago, Illinois 60602

ADDRESS OF PROPERTY:
713 Wesley Drive, Park Ridge, Ill.
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:
same as above
(Name)
713 Wesley Drive
(Address)

AFFIX "RIDERS" OR REVENUE STAMPS HERE

Norman E. Duncan
Date 12/15/75

DOCUMENT NUMBER
20024178

END OF RECORDED DOCUMENT