

UNOFFICIAL COPY

BOOK 3094
FILED FOR

QUIT CLAIM DEED IN TRUST
FEB 20 10 19 AM '76

23 394 417

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The above space for recorder's use only

FEB 20 64 38 392R

THIS INDENTURE WITNESSETH, That the Grantor, s EDWARD I. ANTOS AND JOSEPHINE R. ANTOS, HIS WIFE,
of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/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 LA GRANGE STATE 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 14th day of February 1976, and known as Trust Number 2913, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 50 and that part of Lot 51 lying Northeastly of a line 5 feet Southwesterly of and parallel to the Northeastly line of said Lot 51 in Dupittz and Oakes "Brookfield Park", being a Subdivision of the West half of the East half of the South East quarter also the East 6.8368 acres (except road) of the Southwest quarter of the Southeast quarter all in Sections 3, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.**

Address of grantee: 14 S. LaGrange Road
LaGrange, Illinois 60525

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances thereunto in law and equity, unto the said LA GRANGE STATE BANK, its successors and assigns, 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, maintain, 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 resubdivide 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 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, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases 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 lease the term of 10 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 conditions 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 purchase the whole or any part of the real estate, and to contract respecting the manner of using 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 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 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, 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 said real estate, or be obliged to see that the terms of this deed 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 real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) 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 in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (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 conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and duly qualified with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither LA GRANGE STATE BANK, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability as to any claim, judgment or decree for anything it or they or it 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 in relation to any 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 beneficiaries under said Trust Agreement as their own, in which case, the Trustee, hereby irrevocably appointed, for such purpose, 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 act of possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whatsoever and whosoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest and any other beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, profits 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 the beneficiary hereunder shall have no title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, profits and proceeds thereof. Therefore, the intention hereby being to vest in said LA GRANGE STATE BANK the entire legal and equitable title in 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 limitations," 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 Trust Agreement or a copy thereof, or any extracts therefrom, as evidence that any trust or charge or other dealing involving the registered lands 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 hand s and seal s this 14th day of February 1976.

(SEAL) Edward I. Antos (SEAL)

(SEAL) Josephine R. Antos (SEAL)

EDWARD I. ANTOS

JOSEPHINE R. ANTOS

State of Illinois) ss. I, Mary Jane Sweeney a Notary Public in and for said County,
County of Cook) in the state aforesaid, do hereby certify that
EDWARD I. ANTOS AND JOSEPHINE R. ANTOS, HIS WIFE,

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 and notarial seal this 14th day of February 1976

Mary Jane Sweeney
MARY JANE SWEENEY
Notary Public

La Grange State Bank

XXXXXXXXXX

SHERRWOOD PRICES #408 BOX 20

Mail

For information only Insert street address of above described property.

Exempt under provisions of Paragraph E, Section 4,
Real Estate Transfer Tax Act.

This space for affixing Riders and Revenue Stamps

10.00

23 394 417

THIS INSTRUMENT WAS PREPARED BY
ROBERT V. HADIK
8036 BROOKFIELD AVE.
BROOKFIELD, ILL. 60513



END OF RECORDED DOCUMENT