

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

1978 APR 27 PM 4 02 24422310  
RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

TR 101 FORM 16554 BANKFORMS INC.

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor  
JOHN C. MASBAUM and PATRICIA MASBAUM his wife  
of the County of Kane and State of Illinois, for and in consideration  
of the sum of TEN Dollars (\$10.00),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey-  
and Warrant unto COMMUNITY BANK & TRUST COMPANY OF EDGEWATER, a corporation duly organized  
and existing as a state banking association under the laws of the State of Illinois, and duly authorized to accept and exe-  
cute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 23  
day of February 19 78 and known as Trust Number 78-02-063  
the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 19 and 20 in Block 6 in Arthur T. McIntosh and Co's  
Main Street Addition to Barrington, a Subdivision of  
part of Lot 2 in County Clerk's Division of Northeast  
1/4 of Section 1, Township 42 North, Range 9, East of the  
Third Principal Meridian, in Cook County, Illinois.

This document prepared by: Phillip E. Solzan, Atty  
119 E. Palatine Road  
Palatine, Illinois 60067

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes hereinafter 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 vacate any subdivision or part thereof, and to redivide 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 donate, 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 now or hereafter, by lease 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 199 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 leases and to grant options to lease and options to renew leases, and to purchase the whole or any part of 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 adjacent 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 that 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 executed 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 a duly appointed and are fully vested 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 Community Bank & Trust Company of Edgewater, 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 beneficiaries 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, 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 discharge thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of the 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 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 attorney-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 discharge thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of the condition from the date of the filing for record of this Deed.

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 "with restrictions," or "with similar import," in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce a copy of said Agreement or a copy thereof, or any extracts therefrom, as evidence that any grantee, donee or other dealing involving the registered land 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 aforesaid has hereunto set  
seal this 21st day of March 19 78  
hand and

John C. Masbaum [SEAL] Patricia Masbaum [SEAL]  
John C. Masbaum [SEAL] Patricia Masbaum [SEAL]

State of Illinois SS. I, Joyce E. Brundage a Notary Public in and for said County, in  
County of Cook do hereby certify that John C. Masbaum and Patricia  
Masbaum his wife,

personally known to me to be the same persons whose names 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 21st day of March 19 78  
Joyce E. Brundage  
Notary Public

Grantee's Address

COMMUNITY BANK & TRUST COMPANY OF EDGEWATER  
5640 North Clark Street Chicago, Illinois 60640

For information only insert street address of above described property.

PNT 110105 (10/77)

24422310

10.00

SEAL STAMP AND RECORDS

11/10/78



END OF RECORDED DOCUMENT