

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

1978 AUG 31 PM 1 58
RECORDERS OFFICE
COOK COUNTY ILLINOIS

24608844

RECORDER

The above space for recorder's use only

THIS INDENTURE WITNESSETH, ADD-3 1478 Grant 6 1 8 24608844 A -- REC
Lawrence J. Esch and Alison B. Esch, 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
and Warrant S unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF WAUKEGAN, ILLINOIS, a National Banking
Association duly organized and existing under the National Banking Laws 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 29th
day of August 19 78, and known as Trust Number 1691, the following described real
estate in the County of Cook and State of Illinois, to-wit:

lot 73 in Block 18 in Winston Knolls Unit 3, being a Subdivision of parts of
Section 19, Section 20, Section 29 and 30, Township 42 North, Range 10, East
of the Third Principal Meridian, in Cook County, Illinois, according to the
plat thereof recorded in Recorder's Office of Cook County, Illinois January 23,
1970 as document number 21065060, in Cook County, Illinois.

THIS INSTRUMENT PREPARED BY
HOWARD A. McKEE
First National Bank of Niles
2100 West Oakton Street
Niles, Illinois 60648

SUBJECT TO

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 make 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 possession or reversion, by leases 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 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 provi-
sions 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 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 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 any of those specified 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
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 deed, lease, 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 properly appointed and are fully vested with all
the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor or predecessors in trust.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Co., 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 or by its 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 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 the 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 intention hereof being to vest in said American
National Bank and Trust Co. 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 any 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 said
Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the real estate lands
is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waive and release 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 ha VE hereunto set their hand s on
the 29th day of August 19 78.

Lawrence J. Esch [SEAL] Alison B. Esch, his wife [SEAL]

State of Illinois SS. I, Josephine C. Buck
County of Cook do hereby certify that Lawrence J. Esch and Alison B. Esch, his wife

personally known to me to be the same person S, whose name S they 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 29th day of August 19 78
Notary Public

AMERICAN NATIONAL BANK AND TRUST CO.
2323 W. GRAND AVENUE WAUKEGAN, ILLINOIS 60085

For information only insert street address of above described property.
FORM 404-5J

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Patent Pending
Statute Transfer Paragraph 4
Law
1978
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MAIL

24608844

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UNOFFICIAL COPY

FIRST NATL BK OF NILES
700 OAKTON STREET
NILES, ILLINOIS 60048



24609844

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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT