

24 618 242

This Indenture Witnesseth, That the Grantor

N. W. Village Realty, Inc., an Illinois corporation

of the County of Cook and the State of Illinois for and in consideration of Ten and no/100-----(\$10.00)----- Dollars,

and other good and valuable consideration in hand paid, Convey S and Warrant S unto BANK OF

ELK GROVE, an Illinois State Bank, 100 East Higgins Road, Elk Grove Village, Illinois, its successor or successors as

Trustee under the provisions of a trust agreement dated the 16th day of November 19 76 known as

Trust Number 1203, the following described real estate in the County of Cook

and State of Illinois, to-wit:

Lot 5043 in Weathersfield Unit 5, being a Subdivision in Sections 28 and 29, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois Commonly known as: 909 Thorny Lea, Schaumburg, Ill.

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Permanent Real Estate Index No. 07-28-111-233

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase or sell on any terms, to convey, either with or without consideration, to convey said premises or any part thereof to a successor or successor 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in futuro, 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 term 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 time 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 property, 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 easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same together 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all persons parties thereto, (c) that said trustee 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 of 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 this, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 other disposition of said real estate, and such interest is hereby limited 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.

If the title to any of the above lands 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 cases made and provided.

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 aforesaid has hereunto set its corporate seal here to affixed and has caused its name to be signed to these

presents by its President and attested by its Secretary, this 30th day of August, 1978.

(Corporate Seal)

This instrument was prepared by: F. A. Bragiel 69 W. Washington Street Chicago, IL 60602

N. W. Village Realty, Inc. (SEAL) By: Wayne E. Johnson President Attest: John M. Christensen Secretary

Property of Cook County

Example under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act. 8/31/78 Date John M. Christensen Buyer, Seller or Representative

UNOFFICIAL COPY

STATE OF _____
COUNTY OF _____ SS. _____
Notary Public in and for said County in the State aforesaid, do hereby certify that _____
personally known to me to be the same person whose name _____
subscribed to the foregoing instrument appeared before me this day in person and acknowledged
that _____ signed, sealed and delivered the said instrument as _____
the release and waiver of the right of homestead.
GIVEN under my hand and official seal this _____ day of _____ A.D. 19____
Notary Public.

State of Illinois, County of Cook, SS., I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Wayne E. Johnson personally known to me to be the President of the N. W. Village Realty, Inc., an Illinois corporation and John M. Christensen personally known to me to be the Secretary of said corporation, and 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 severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of August, 1978.

Commission Expires: John M. Christensen

My commission expires February 2, 1980

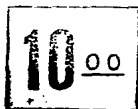


1978 SEP 8 AM 10 29

SEP-8-78 4 28 575

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10.15



MAIL

Deed in Trust

WARRANTY DEED

ADDRESS OF PROPERTY



Bank of Elk Grove

TRUSTEE
100 East Higgins Road
ELK GROVE VILLAGE, ILLINOIS 60007

24618242

END OF RECORDED DOCUMENT