

DEED IN TRUST (WARRANTY)

(The Above Space For Recorder's Use Only)

24 641 679

THIS INDENTURE WITNESSETH, that the Grantors DONALD WAGNER AND LOIS R. WAGNER, his wife of the County of COOK and State of ILLINOIS... That part of the NorthEast 1/4 of Section 33, Township 41 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the center line of West Bartlett Road, as originally dedicated, with the center of State Route 59, as shown on Plat Document 11,671,940; thence North Easterly along the center line of Route 59, 473.8 feet for a place of beginning; Thence North Easterly along the center line of said Route 59, 300 feet; thence South Easterly at right angle to last mentioned center line 340.4 feet; thence South Westerly parallel with the center of said Route 59, 300 feet; thence North Westerly along a line at right angles to last mentioned center line 340.4 feet, to a point of beginning(except therefrom that part thereof falling in said Route 59), all 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 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 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 present or in the 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 198 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 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 essential 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 would be lawful for any person owning the same to deal with the same, whether similar to or different from the aforesaid 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 the trust property, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the authority, expediency 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 trust property, shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (b) that no conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein on said Trust Agreement or in all amendments thereof, if any, and is 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 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, anything in or by 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, said Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, and any such liability being hereby expressly released. Any contract, obligation or indebtedness incurred or entered into by the Trustee or any attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee or attorney-in-fact, 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 of any 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 the trust property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or 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 in its own name, as Trustee or attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee or attorney-in-fact, 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 of any 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.

IN WITNESS WHEREOF, the Grantors DONALD WAGNER and LOIS R. WAGNER hereunto set their hands and seal this 19th day of September, 1978.

DONALD WAGNER [Seal] LOIS R. WAGNER [Seal]

STATE OF Illinois ss. COUNTY OF Cook

I, [Notary Name], a Notary Public in and for said County, in the State of Illinois, do hereby certify that DONALD WAGNER and LOIS R. WAGNER personally appeared before me, to the same person whose name is subscribed to the foregoing instrument, appeared before me in this State and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 19th day of September, 1978.

Notary Public Commission Expires June 14, 1980

MAIL TO: ALPINE REAL ESTATE, INC.

6724 BARRINGTON ROAD HANOVER PARK, ILLINOIS 60108

289-1900 (City, State and Zip)

OR RECORDER'S OFFICE BOX NO.

DOCUMENT PREPARED BY: Donald L. Wagner

SEND SUBSEQUENT TAX BILLS TO: NO CHANGE IN MAILING (Name)

Address (Address)

ADDRESS OF PROPERTY: 8N511 RT#59 BARTLETT ILL 60003

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

APR 19 1978 24 641 679 BUYER, SELLER OR REPRESENTATIVE

APR 19 1978

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

9-19-78 Date

DOCUMENT NUMBER

UNOFFICIAL COPY

1978 SEP 25 PM 12 22  
PROPERTY DEEDS  
COOK COUNTY CLERK'S OFFICE

RECORDED BY *Handwritten*

SEP-25-78 138992 24641679 A - REC 10.00

Property of Cook County Clerk's Office



24641679



RETURN TO: First State Bank & Trust Company  
of Hanover Park  
1400 Irving Park Road  
Hanover Park, Illinois 60103

TRUST NO. \_\_\_\_\_

DEED IN TRUST

(WARRANTY DEED)

TO

First State Bank & Trust Company  
of Hanover Park  
Hanover Park, Illinois

TRUSTEE

FORM SBF 218 (REV. 1/78)

END OF RECORDED DOCUMENT