

24 667 180

QUIT CLAIM DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Ted Sawicki and Eugenia Sawicki, his wife, and John Wilbanks and Helen Wilbanks, 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 Oak Brook 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 29th day of December, 1977, and known as Trust Number 8-1428, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 34 in Block 15 of W. F. Kaiser and Company's Ardale Park Subdivision of the East 1/2 of the North West 1/4 of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Instrument Prepared By:

Raymond J. Courney
Attorney at Law
120 Oakbrook Center, Suite 316
Oak Brook, Illinois
887-9310

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 vacate any subdivision or part thereof, and to rehabilitate 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 real estate, 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 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 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, 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 real estate 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 part, 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 completion 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, 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, and 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 the his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Oak Brook Bank, 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 indistinctly 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 whosoever shall be charged with notice 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 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, the intention hereof being to vest in said Oak Brook 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 said Agreement, or a copy thereof, or any extracts therefrom, as evidence that any transfer, 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, aforesaid have hereunto set their hand and seal this 29th day of December, 1977.

Ted Sawicki [SEAL] John Wilbanks [SEAL]
Eugenia Sawicki [SEAL] Helen Wilbanks [SEAL]
EUGENIA SAWICKI, his wife HELEN WILBANKS, his wife
State of ILLINOIS } ss. Raymond J. Courney, a Notary Public in and for said County, in
County of DU PAGE } the state aforesaid, do hereby certify that Ted Sawicki and Eugenia
Sawicki, his wife, and John Wilbanks and Helen Wilbanks, his wife.

GRANTEES' ADDRESS:

Oak Brook Bank
2021 SPRING ROAD • OAK BROOK, ILLINOIS 60521
654-1050 MEMBER FDIC

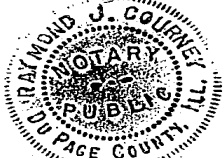
For information only insert street address of above described property.
5821 S. Kenneth
Chicago, Illinois

MAIL BACK TO: See Reverse Side

I hereby declare that this deed is exempt from taxation under the Chicago Transaction Tax Ordinance by Paragraph (e) of Section 200.1-2(b)(6).
I hereby declare that the attached deed represents a transaction under Paragraph F, Section 4 of the Real Estate Transfer Tax Act of Illinois.

Raymond J. Courney, Agent

This space for affixing Riders and Revenue Stamps
Document Number 24 667 180



UNOFFICIAL COPY

OCT 12 9 35 AM '78

William R. Cook
RECORDED

RECORDS SECTION
COOK COUNTY CLERK'S OFFICE

RECORDED *William R. Cook*

OCT-12-78 149603 24667180 A - REC 10.15

Property of Cook County Clerk's Office

10⁰⁰ MAIL

24667180



RAYMOND J. CORKNEY
ATTORNEY AT LAW
120 OAKBROOK CENTER MALL
OAK BROOK, ILLINOIS 60521

OF RECORDED DOCUMENT