

UNOFFICIAL COPY

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WARRANTY DEED IN TRUST

24721468

NOV-16-78

TRUST DEED FOR RECORD

10.00

THIS INDENTURE WITNESSETH, That the Grantor, s Norbert Joseph Ziegler and Mary Catherine Ziegler, 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 Warrant unto LA GRANGE STATE 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 8th day of November 1978, and known as Trust Number 5173, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 2 in Block 4 of McWilliams and Parker's Addition to La Grange being a Subdivision of that part of Section 4, Township 38 North, Range 12 East of the Third Principal Meridian, lying North of center line of Ogden Avenue and West of center line of Fifth Avenue, in Cook County, Illinois. **

SUBJECT TO

10.00 E

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 execute any subdivision or part thereof, or 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 which said Trustee, to donate, to mortgage, to 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 lease 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 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, with real or personal property, to grant mortgages 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 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 application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the same is duly applied 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, 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) 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, (c) and binding upon all beneficiaries hereunder, (d) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust, mortgage or other instrument and (e) 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 LA GRANGE STATE 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 any amount of money or for any interest in or about the real estate, or do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereof, 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 claim or indebtedness incurred or entered into by the Trustee or any successor in trust in connection with said real estate may be entered into by the Trustee or any successor in trust, or by any agent or 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 of fund in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whatsoever and whatever 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, dividends and proceeds arising from the sale of 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, dividends and proceeds thereof as aforesaid, the intention hereof being to vest in said LA GRANGE STATE BANK the entire legal and equitable title in fee simple, in and to all of the real estate above described.

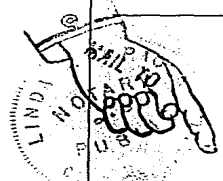
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the trusts and conditions 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 of 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 s aforesaid have hereunto set their hands and seals this 8th day of November 1978.

(SEAL) Norbert Joseph Ziegler (SEAL)
Mary Catherine Ziegler (SEAL)
Mary Catherine Ziegler (SEAL)

State of Illinois)
 County of Cook) ss. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Norbert Joseph Ziegler and Mary Catherine Ziegler, his wife



personally known to me to be the same person s whose name s 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 16th day of November 1978
Thomas A. McFarlane
 Notary Public

La Grange State Bank
 MAIL TO: 14 SOUTH LA GRANGE ROAD
 LA GRANGE, ILLINOIS 60525

THIS INSTRUMENT WAS PREPARED BY
 For information only insert actual address of above described property.
 509 12-1M DE FLEETWOOD PRESS
 14 S. LA GRANGE ROAD
 LA GRANGE, IL 60525

Exempt under provisions of Paragraph 3, Section 4, Real Estate Transfer Act.

La Grange State Bank
 date: 11/14/78 by: [Signature]

24721468

OF RECORDED DOCUMENT