

WARRANTY DEED IN TRUST

ILLINOIS RECORD

24 754 079

RECORDER OF DEEDS

24754079

all

Robert J. Sabin

DEC 7 12 AM '78

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, DIANE E. HUBKA, divorced and not since remarried of the County of Cook and State of Illinois, for and in consideration of the sum of TEN Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto WHEELING TRUST AND SAVINGS 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 9th day of August, 1977, and known as Trust Number 77-300, the following described real estate in the County of Cook and State of Illinois, to-wit:

PARCEL 1: The East 55 feet of the West 206 feet of the North 130 feet of Lot 32 in First Addition to Plum Grove Estates, being a Subdivision of part of the East 1/2 of Section 26, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois. PARCEL 2: Easements as set forth in the Certificate of Survey dated July 19, 1967 and recorded July 31, 1967 as Document 20213568 made by Federal Savings and Loan Insurance Corporation, a Corporation of United States of America, and as created by the Deed from Federal Savings and Loan Insurance Corporation to Owen F. Moriarty and Carol J. Moriarty, his wife, dated August 7, 1967 and recorded October 2, 1967 as Document 2027720 for the benefit of Parcel 1 aforesaid for ingress and egress in Cook County, Illinois;

SUBJECT TO Real Estate Taxes for the year 1978 and succeeding years; Restrictions and Covenants of Record; Utility Lines and Village Ordinances; Document 20213568;

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 manage, protect and subdivide said real estate or any part thereof, to dedicate marks, streets, highways or alleys and to vacate any portion 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 convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to part with such successor or successors in trust of all 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, reversion, by leases to commence in present or in future, and 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 encumbrance upon 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 connection with 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, 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, (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 of the trust, (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 in trust.

This conveyance is made upon the express understanding and condition that neither Wheeling Trust and Savings Bank, individually or as Trustee, nor its successors 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 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 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 attorneys-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 any interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or about said real estate as such, but only an interest in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and said Trust and Savings Bank the entire legal and equitable title 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 file in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or word similar in import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce this Deed or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered title 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 has hereunto set her hand and seal this 14th day of July, 1978. Diane E. Hubka [SEAL]

I, Robert J. Sabin, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Diane E. Hubka, divorced and not since remarried

personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 27th day of September 1978. Robert J. Sabin Notary Public

Return to: Robert F. Moore WHEELING TRUST AND SAVINGS BANK Wheeling, Ill. 60090

3702 Emerson Rolling Meadows, Illinois For information only insert street address of above described property.

66-45-837

THIS INSTRUMENT WAS PREPARED BY ROBERT J. SABIN 1040 S. ARLINGTON HEIGHTS RD. ARLINGTON HEIGHTS, ILL. 60005

10.00

NO TAXABLE DOCUMENTARY FEES

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