

UNOFFICIAL COPY

DEED IN TRUST
Prepared By:
Crowley Barrett & Karaba
111 W. Monroe
Chicago, Ill. 60603

24 813 569
3096 COUNTY OF COOK
FILED FOR RECORD
JAN 24 '79 5 00 AM

RECORDED BY
#24813569

Quit Claim The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, s Kenneth L. Hedeem and Mary C. Hedeem,
his wife
of the County of Cook and State of Illinois, for and in consideration
of the sum of Ten & 00/100 Dollars (\$10.00),
in hand paid, and of other good and valuable consideration, receipt of which is hereby duly acknowledged,
Convey and Quit Claim unto First American Bank of Bensenville, 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
12th day of January, 1979, and known as Trust Number 79-107, the
following described real estate in the County of Cook and state of Illinois, to-wit:

Lot 19 and North 7 feet of Lot 20 in Block 12 in Devon McCormick Boulevard
Addition to Rogers Park in the South East 1/4 of Section 35, Township 41
North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust and for the use 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 of 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 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 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 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 or modify leases and the terms and provisions thereof at any 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 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 easement 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 in 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, if 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 or Titles of said county) relying upon the same, and no such conveyance or 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 thereto, if any, and binding upon all beneficiaries thereunder, is 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 (c) 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 any, his or her predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither First American Bank of Bensenville, 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 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 incurred 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 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. As 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, assets 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, assets and proceeds thereof as aforesaid, the intention hereof being to vest in First American Bank of Bensenville 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 limitation", 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 S hereby expressly waives and releases any and all right or benefit under and by virtue of any and all laws 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 YE hereunto set their hands and

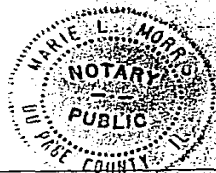
seal S this 12th day of January 1979

Kenneth L. Hedeem [SEAL] Mary C. Hedeem [SEAL]
Kenneth L. Hedeem [SEAL] Mary C. Hedeem [SEAL]

State of Illinois }
County of DuPage } SS.

I, Marie L. Morris a Notary Public in and for said County, in the state aforesaid, do hereby certify that Kenneth L. Hedeem and Mary C. Hedeem, his wife,

personally known to me to be the same person S whose names 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 12th day of January 1979



BOX 533

FIRST AMERICAN BANK OF BENSENVILLE
BENSENVILLE, ILLINOIS 60106

6711 Central Park
Lincolnwood, IL. 60645
111 W. MONROE STREET
SUITE 2200
CHICAGO, ILLINOIS 60603

For information only insert street address of above named party

Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act. 1-19-79

M.L. Morris

10.00

24 813 569

OF RECORDED DOCUMENT