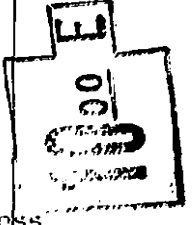


UNOFFICIAL COPY

THIS INDENTURE WITNESSETH that the Grantors ROBERT M. BELDEN and PATRICIA BELDEN, his wife of the County of Cook and State of Illinois for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto First State Bank & Trust Company of Hanover Park, an Illinois banking corporation of Hanover Park, 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 25th day of January, 1979, and known as Trust Number 616, the following described real estate in the County of Cook and State of Illinois, to-wit:

PARCEL 1: The Westerly 31 Feet of Lot 16 in Roundtree Commons a Subdivision in Section 25, Township 41 North, Range 10 East of the Third Principal Meridian
PARCEL 2: Easements Appurtenant to and for the Benefit of Parcel 1, as set forth in said Declaration of Easements made by First Arlington National Bank, as Trustee under Trust Agreement dated April 14, 1976 known as Trust Number A658 dated March 29, 1977 and recorded April 5, 1977 as Document 23875739 and created by the Mortgage from First Arlington National Bank, as Trustee under Trust A658 to Irving Federal Savings and Loan Association dated February 1, 1977 Recorded April 5, 1977 as Document 23876405 for Ingress and Egress in Cook County, Illinois.



Subject to general Real Estate Property Taxes for 1978, 1979 and subsequent years and to covenants, easements and restrictions of record as heretofore recorded against the premises.

I, 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 for public use and real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, lease 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 decline, 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, to a person or persons, by lease for term or 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 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 real estate and to contract for 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 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 ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or his 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, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms, conditions and 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, (a) that at the time of the delivery thereof the trust created by this Deed 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 herein and in said Trust Agreement and in all amendments thereof, if any, and is binding upon all beneficiaries hereunder, (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 in violation of the provisions of this Deed and by said Trust Agreement, that such successor or successor in trust shall have no liability or 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.

This conveyance is made upon the express understanding and condition that the grantee, whether individually or as Trustee, nor its successor or successor in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if 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 hereunder 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 beneficiary or beneficiaries under said Trust Agreement as well as 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 persons claiming under them or any of them shall be only in the earnings, dividends 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 of interest, legal or equitable, in or to said trust property as such, but only an interest in the earnings, dividends and proceeds thereof as aforesaid, the intention hereof being to 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 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 the said Grantors hereby expressly waive and release any and all right or benefit under any provision 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 Grantors aforesaid have hereunto set their hands and seals this 27th day of January, 1979. Robert M. Belden (Seal) Patricia Belden (Seal)

STATE OF ILLINOIS COUNTY OF COOK

I, LESTER N. ARNOLD a Notary Public in and for said County, in the State aforesaid do hereby certify that ROBERT M. BELDEN and PATRICIA BELDEN, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in the 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 27th day of January, 1979. LESTER N. ARNOLD NOTARY PUBLIC

MAIL TO

DOCUMENT PREPARED BY: Lester N. Arnold 1409 Wright Blvd., Schaumburg, IL 60193

SEND SUBSEQUENT TAX BILLS TO: Robert M. Belden 1477 Circle Ct., Elk Grove, IL

ADDRESS OF PROPERTY: 1477 Circle Ct., Elk Grove, IL

END OF RECORDED DOCUMENT I

EXEMPTION CLAIMED UNDER PARAGRAPH F, SECTION 4, SUB-SECTION C OF THE REAL ESTATE TRANSFER TAX ACT OF ILLINOIS.

DOCUMENT NUMBER

23875739