

UNOFFICIAL COPY

24 916 360

This Indenture Witnesseth, That the Grantor Walter Malek and Alice Malek, his wife

of the County of Cook and the State of Illinois for and in consideration of Ten and no/100 (\$10.00) Dollars,

and other good and valuable consideration in hand paid, Convey and Warrant unto

THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, an Illinois Corporation of Arlington Heights, Illinois, its successor or successors as Trustee under the provisions of a trust agreement dated the 19th day of March 1979 known as Trust Number 2076, the following

described real estate in the County of Cook and State of Illinois, to-wit:
LOT 25 IN ARTHUR T. MC INIOSH AND COMPANYS FIRST ADDITION TO PLUM GROVE FARMS, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 16, 1943 AS DOCUMENT 13141433, IN COOK COUNTY, ILLINOIS.

10.00

SUBJECT TO: Covenants, conditions and restrictions of record; private, public and utility easements and roads and highways, if any; existing leases and tenancies; special taxes or assessments for improvements not yet completed; any unperfected special tax or assessment; installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; mortgage or trust deed specified below, if any; general taxes for the year 1978 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 1979.

This instrument was prepared by: Peter A. Cantwell
37 W. Randolph, Chicago, IL 60601

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and for 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 reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind to a lease, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate 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 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 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.

If the title to any of the above lands 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 cases made and provided.

And the said grantors hereby expressly waive and release 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 grantors aforesaid have hereunto set their hands and seals this 9th day of April 1979

Walter Malek (SEAL) Alice Malek (SEAL)

BOX 533

66-97-503
02-27-200

STATE OF ILLINOIS
REGISTERED
24 916 360

RECORDED & INDEXED

BOOK COUNTY OF ILLINOIS
FILED FOR RECORD

*24916380

STATE OF Illinois }
COUNTY OF Cook } APR 12 1979 } SSGC AP

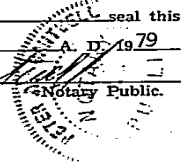
I, Peter A. Cantwell

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Walter Malek and Alice Malek, his wife

personally known to me to be the same persons 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 Notarial seal this 9th day of April 1979

Peter A. Cantwell
Notary Public



Property of Cook County Clerk's Office

Deed in Trust

WARRANTY DEED

ADDRESS OF PROPERTY

962 South Smith Street

Palatine, ILLINOIS

TO

THE BANK & TRUST COMPANY
OF ARLINGTON HEIGHTS
900 East Kensington Road
ARLINGTON HEIGHTS, ILLINOIS 60004

MAIL TO:

RICHARD M. MARSHALL
109 FAIRFIELD WAY
BLOOMINGDALE IL 60108

END OF RECORDED DOCUMENT