

# UNOFFICIAL COPY

DEED IN TRUST  
(WARRANTY)

24 951 788

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*William R. Olson*  
RECORDED FOR DEEDS

MAY 8 '79 2:14 PM (Leave Space For Recorder's Use Only)

\*24951788

THIS INDENTURE WITNESSETH, that the Grantor s. DANIEL E. HILDER and CARROL ANN HILDER, his wife, and State of California, 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 Warranty unto Gladstone-Norwood Trust & Savings Bank, an Illinois banking corporation of Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of certain Trust Agreement, dated the 5th day of April, 1979, and known as Trust Number 367, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 37 in Ivy Hill Subdivision, Unit 12, Phase I, being a subdivision of part of the East  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of Section 17, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: General taxes for 1978 and subsequent years; building lines and building liquor restrictions of record; zoning and building ordinances; public utility easements; public and private roads and highways; covenants and restrictions of record which do not affect merchantability.

TO HAVE AND TO HOLD the said real estate with the covenants, 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 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, 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, as to 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 or otherwise 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 annual lease the term of 198 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 option, 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 using 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 would be lawful for any person owning the same to deal with the same, whether similar to or different from those 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 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 of said Trust Agreement, and no 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, (b) 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, (c) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries thereunder, (d) 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 (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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantee, neither 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 done by 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 any 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 entered into by it in the name of the then beneficiaries under said Trust Agreement as aforesaid. 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 of such charge thereof). All persons and corporations whatsoever 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 the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in the Trustee and its successors and assigns the legal and equitable title in fee simple, in and to all of the trust property above described, except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment of such charge thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

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. DANIEL E. HILDER and CARROL ANN HILDER, his wife, hereunto set their hands and seals, this 5th day of April, 1979.  
*Daniel E. Hilder* [Seal] *Carroll Ann Hilder* [Seal]  
DANIEL E. HILDER CARROL ANN HILDER [Seal]

STATE OF ILLINOIS This instrument prepared by:  
COUNTY OF COOK Thomas Knowles; 79 W. Monroe; Chicago IL

I, Thomas K. Knowles, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel E. Hilder and Carol Ann Hilder, his wife personally known to me to be the same person s. Daniel E. Hilder and Carol Ann Hilder subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 21st day of April, 1979.  
Commission expires June 26, 1981.  
*Thomas K. Knowles*  
NOTARY PUBLIC

Document Prepared By: Thomas Knowles  
79 W. Monroe  
Chicago, Illinois  
ADDRESS OF PROPERTY: 2205 Dryden Lane  
Arlington Heights, IL 60004  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.  
SEND SUBSEQUENT TAX BILLS TO: Joseph Scholl  
2205 Dryden  
Arlington Heights, Ill. 60004

END OF RECORDED DOCUMENT

63 1741404 6689075 R

10.00

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CO. NO. 018  
103005  
STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
DIVISION OF TAX SERVICES  
HAR 978  
REV 1-2-79  
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DOCUMENT NUMBER