

Key Role

24955303

ILLINOIS COOK COUNTY RECORDER

QUIT CLAIM DEED IN TRUST

MAY 10 1979

MAY 10 1979 570623 • 24955303 • A - Rec

10.12

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Oliver E. Allen and Betty Jo Allen of the County of Cook and State of Illinois, for and in consideration of the sum of One Dollars (\$1.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claims unto Oak Brook 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 day of April 1979, and known as Trust Number 8-1423, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 7 in Block 2 in J. C. Caldwell's Subdivision of C. C. Lay's addition to Western Springs, being a subdivision in the East part of the North West Quarter of Section 6, Township 38 North, Range 12, East of the 3rd Principal Meridian, and 3.554 acres in the South Part of Section 31, Township 39, Range 12, East of the 3rd Principal Meridian in Cook County, Illinois.

SUBJECT TO

Exempt under provisions of Paragraph 2, Section 2, Real Estate Transfer Tax Act.

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,

Full power and authority is hereby granted to said Trustee to sell, lease, mortgage, convey, or otherwise dispose of said real estate as often as desired, to contract to sell, to grant options to purchase, to sell in any form, to convey either with or without condition, 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, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to pledge or otherwise encumber said real estate, or any part thereof, to lease and to sublease for any period or periods of time, not exceeding in the case of any lease the term of 120 years, and to renew or extend leases upon any terms, and for any period of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, in contract to make leases and to grant options to lease and options to purchase the whole or any part of the real estate and to contract respecting the manner of using the same, to prevent 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 claim or claimant to said real estate or any part thereof, and to deal with said real estate 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 relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, transferred, or sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase price, rent, or money borrowed or advanced on said real estate, or be obliged to see that the proceeds of the trust have been complied with, or be obliged to inquire into the authority, capacity 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 instrument 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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement, and in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (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) that no reference 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 or in trust.

This Indenture is made up of the express understanding and condition that neither the Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if or they or he or his agent or attorney 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 amendments 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. All contract, obligations 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 Trustee under said Trust Agreement as their attorney in fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in its own name, or in the name of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness 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 income 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 one of them shall be only in the earnings, profits and proceeds arising from the sale of 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 in said real estate as such, but only an interest in the earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said real estate 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 or to register 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 passed, 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 respecting the registered lands is in accordance with the true intent and meaning of the trust. 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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this day of April 1979

(SEAL) Betty Jo Allen (SEAL) Oliver E. Allen

State of Illinois, I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Oliver E. Allen and Betty Jo Allen



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 they signed, sealed and delivered the foregoing instrument as their free and voluntary act, for the uses and purposes therein expressed, including the release and waiver of the right of homestead. Given under my hand and notarial seal this day of April 1979

DOCUMENT PREPARED BY: D. Brown, 110 W. Superior St., Chicago, IL 60606

Oak Brook Bank 2021 SPRING ROAD • OAK BROOK, ILLINOIS 60521 654-1050 MEMBER FDIC

For information, the address of above described property.

Section 2, Exempt under provisions of Paragraph 2, Real Estate Transfer Tax Act.

This space for listing Riders and Revenue Stamps

24955303 MAIL

24955303 Document Number