

UNOFFICIAL COPY

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DEED IN TRUST

7731 11035
The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, MARION KANE, a widow and not remarried,

of the County of Cook and State of Illinois for and in consideration of TEN and No/100ths Dollars, and other good and valuable considerations in hand paid, Convey and the Quit Claim unto the FIRST BANK OF OAK PARK, an Illinois Corporation, its successor or successors as Trustee under the provisions of a trust agreement dated the 26th day of July 1977, known as Trust Number 11086, the following

described real estate in the County of Cook and State of Illinois, to-wit
Of the East Sixty-one and Eighty-seven hundredths (61.87) feet of the West Two Hundred Thirty-Six and Seventy-four hundredths (236.74) feet of the West Half (W 1/2) of Lot 8 in Frederick H. Bartlett's Aero Fields, being a Subdivision of the South Twenty (20) acres of East half (E 1/2) of the Northeast quarter (NE 1/4) of Section 33, Township 38 North, Range 13, East of the Third Principal Meridian and of the Southeast quarter (SE 1/4) of said Section 33 (except that part dedicated for Public Street by Document No. 7737153 recorded in the Recorder's Office of Cook County, Illinois on December 5, 1922 in Book 17 on Page 20).

TO HAVE AND TO HOLD the said premises, with the appurtenances 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 to manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to create any public use or part thereof, and to redivide 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, to charge or otherwise encumber said property or any part thereof, to lease and property or any part thereof, from time to time, in possession or enjoyment by leasees to commence in present or 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 premises and to contract regarding 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 charge of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to and upon 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 whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee be obliged to see in 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 question 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 and valid in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, and 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, and that such conveyance or other instrument was executed in accordance with the trust's conditions and limitations contained in the indenture and in said trust agreement or in some amendment thereto and binding upon all beneficiaries hereunder, and that said trustee was fully authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and all of the conveyance required by a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all of 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, will be only in the earnings, rents 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, but only an interest in the earnings, rents and proceeds thereof as aforesaid.

It is hereby agreed that any of the above beneficiaries or their legal representatives shall not be permitted to register or note in any public office of title or records or thereof or memorial the same 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 the said grantor hereby expressly waives, releases and relinquishes any and all right or benefit under and to, with or without the State of Illinois, providing for the exemption of beneficiaries from sale on execution of otherwise.

In Witness Whereof, the grantor, Donna M. Kerins, her hand and seal, this 26th day of July 1977.

(Seal) *Marion Kane* (Seal)
(Seal) (Seal)

Donna M. Kerins, a Notary Public in and for said County in the State of Illinois, do hereby certify that Marion Kane, a widow and not remarried,

personally appeared to me to be the same person, and she is duly qualified to the foregoing instrument, appeared before me, and she acknowledged that she signed, sealed and delivered the same as her free act and deed, and she intended the contents thereof, including the release and waiver of the same, to be true and correct, and she intended the same to be binding upon her and her heirs, assigns and assigns forever.

28th day of July 1977
Donna M. Kerins
Notary Public

FIRST BANK OF OAK PARK
BOX 47

For information only, insert street address of above described property.

The space for affixing Rates and Revenue Stamp

24036020

END OF RECORDED DOCUMENT