

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY: Attorney Frederick J. Steffen, 11 Douglas Ave., Elgin, Illinois 60120 **24 047 263**

DEED IN TRUST - QUIT CLAIM

6536958AD

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, ROGER LENART and CYNTHIA L. LENART, his wife, as joint tenants, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/100ths----- Dollars (\$10.00-----), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim unto THE ELGIN NATIONAL BANK, ELGIN, ILLINOIS, a national banking association as Trustee under the provisions of a certain Trust Agreement, dated the 18th day of March 1968, and known as Trust Number 469, the following described real estate in the County of Cook and State of Illinois, to wit: Lot 105, (excepting therefrom that part described as follows: Beginning at the Southwesterly corner of said Lot 105; thence Northwesterly along the Southwesterly line of Lot 105, a distance of 8 feet thence Northeasterly a distance of 151.40 feet to a point on the East line of said lot, 8 feet Northwesterly of the most Southeast corner of said lot; Thence Southeasterly 8 feet to the Southeast corner of said Lot 105; thence Southwesterly along the Southeasterly line of said Lot 105 a distance of 149.32 feet to the point of beginning), in Lord's Park Manor Unit No. 4 being a subdivision of part of Lot 5 in the Circuit Court partition of parts of Sections 6 and 7, Township 41 North, Range 9 East of the Third Principal Meridian in Cook County, Illinois.

DO GRANT, SELL, CONVEY 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 set forth.

Full power and authority is hereby granted to said Trustee 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 subdivide 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 said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in 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 reversion and to contract respecting the manner of fixing 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 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.

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 said real estate, or be obliged to see that the terms of this 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 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 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 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) 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, power, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither The Elgin National Bank, Elgin, Illinois, 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 it 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 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. 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 their attorney-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 or corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing of 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 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, the intention hereof being to vest in The Elgin National Bank, Elgin, Illinois 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 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 and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors, S, aforesaid have hereunto set their hands and seals this 7th day of NOVEMBER 1976.

Maureen A. Smith [SEAL] *Cynthia L. Lenart* [SEAL]
Donald M. Smith [SEAL] *Roger J. Lenart* [SEAL]

STATE OF ILLINOIS ss. I, the undersigned, a Notary Public in and for said County and State aforesaid do hereby certify that COUNTY OF KANE ROGER LENART and CYNTHIA L. LENART, his wife, as joint tenants,

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 expressed including the release and waiver of the right of homestead and proceeds thereof under my hand and seal this 7th day of NOVEMBER A.D., 1976.

Frederick J. Steffen
Notary Public, My commission expires 11-17-78

Return To: Atty. Frederick J. Steffen 11 Douglas Ave., Elgin IL 60120

Document No. Filed for record in Recorder's Office of Kane County, Illinois

at o'clock M.

Recorder of Deeds.

Exempt under provisions of Paragraph 2, Section 4, Real Estate Transfer Act

Buyer, Seller, or Representative
Date 11-17-76

This space for affixing Illinois and Revenue Stamps

10.00



24 047 263

BOX 533

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

AUG 8 9 07 AM '77

Sidney R. Wilson
RECORDER OF DEEDS
*24047283

FREDERICK J. STEFFEN
ATTORNEY AT LAW
11 DOUGLAS AVE. - SUITE 201
P. O. BOX 36
ELGIN, ILLINOIS 60120

Property of Cook County Clerk's Office

Book 533
Map 10

FREDERICK J. STEFFEN
ATTORNEY AT LAW
11 DOUGLAS AVE. - SUITE 201
P. O. BOX 36
ELGIN, ILLINOIS 60120

END OF RECORDED DOCUMENT