

This Indenture Witnesseth, That the Grantor, 24 122 897

DAVID G. WARNER and KATHERINE WARNER, his wife  
of the County of Cook and State of Illinois, 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 Warrant unto THE FIRST NATIONAL BANK OF DES PLAINES, a corporation duly organized and exist-  
ing as a national banking association under the laws of the United States of America, 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  
6th day of September 1977, and known as Trust Number 76222007,  
the following described real estate in the County of COOK  
and State of Illinois, to-wit: SEE RIDER ATTACHED:

Parcel 1:  
That part of Lot 12 in Minardi's Resubdivision of the West 580 feet of  
Lot 2 in Touhy Mannheim Industrial Subdivision Unit No. 2 being a  
subdivision in the South West 1/4 of Section 28 and the South East 1/4  
of Section 29, Township 41 North, Range 12 East of the Third Principal  
Meridian, lying Easterly of a line drawn from a point on the North line  
of said Lot 75.47 feet West of the North East corner thereof and  
running to a point on the Southerly line of said lot 64.17 feet Westerly  
of the South East corner thereof, in Cook County, Illinois.

Also  
Parcel 2:  
Easement for the benefit of Parcel 1 as created by Warranty Deed from  
Minardi Construction Company, A Corporation of Illinois, to Joseph  
Minardi, Dated April 22, 1964 and recorded June 29, 1964 as Document  
No. 19169450 for ingress and egress and sidewalk purposes over the West  
5 feet of lot 12 as measured at right angles to the West line thereof  
and over the North 5.0 feet of that part of Lot 12 in Minardi's  
resubdivision of the West 580 feet of Lot 2 in Touhy Mannheim  
Industrial subdivision Unit No. 2 being a subdivision in the South West  
1/4 of Section 28 and the South East 1/4 of Section 29, Township 41 North,  
Range 12 East of the Third Principal Meridian, lying Westerly of a  
line drawn from a point on the North line of said lot 75.47 feet West  
of the North East corner thereof and running to a point on the Southerly  
line of said Lot 64.17 feet Westerly of the South East corner thereof  
(except the West 5 feet of said lot 2 measured at right angles to the  
West line thereof) in Cook County, Illinois.

Also  
Parcel 3:  
Easement for ingress and egress and driveway purposes over that part of  
Lot 12 in Minardi's resubdivision as aforesaid lying South of a line  
described as commencing at the intersection of the East line of said  
Lot with a line 8.0 feet Northerly of as measured at right angles to  
and parallel with the Southerly line of said lot; thence Westerly along  
said parallel line 26 feet; thence Westerly along a straight line to a  
point on the West line of said lot 30.0 feet North of the South West  
corner thereof (excepting that part of Lot 12 lying Easterly of a line  
drawn from a point on the North line of said lot 75.47 feet West of the  
North East Corner thereof and running to a point on the Southerly line  
of said lot 64.17 feet Westerly of the South East corner thereof) and  
(except the West 5 feet of said lot 12 as measured at right angles to  
the West line thereof) all in Cook County, Illinois.

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Office

# UNOFFICIAL COPY

Property of Cook County

24 122 897

DEPT. UNDER PROVISIONS OF ACT 4, REAL ESTATE TRANSFER TAX

SUBJECT TO

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 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 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, a trust of 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, 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 grant options to lease and options to renew leases and such as 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, to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or shares of any kind, to remove, convey or assign any right, title or interest in or about or encumbrance appurtenant to said real estate or any part thereof, and to deal in 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 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 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 if) the Registrar of Titles of said county) relying upon or obtaining under any such conveyance, lease or other instrument, (a) that at the time of its 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, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The First National Bank of Des Plaines, 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 if 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 said 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 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 as 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 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 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 said First National Bank of Des Plaines 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 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 aforesaid have hereunto set their hands and seal s this 19 day of September 1977.

David G. Warner [SEAL] Katherine Warner [SEAL]  
DAVID G. WARNER [SEAL] KATHERINE WARNER [SEAL]

This instrument was prepared by:  
Lee Howard, Esq.  
77 W. Washington, Chicago, IL 60602

RECORDED OF DEEDS  
COOK COUNTY ILLINOIS

*Lee M. Howard*  
1977 SEP 27 AM 9 25

SEP-27-77 449085 • 24122897 • A — Rec 11.00

STATE OF ILLINOIS  
COUNTY OF COOK

ss. I, Lee M. Howard

a Notary Public in and for said County, in the State aforesaid, do hereby certify that David G. Warner and Katherine Warner, his wife

personally known to me to be the same person            whose name            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 and Notarial Seal this 19 day of September A. D. 1977

*Lee M. Howard*  
Notary Public

My commission expires June 28, 1981

11<sup>00</sup>

24122897



Deed in Trust

WARRANTY DEED

TO  
THE FIRST NATIONAL BANK  
OF DES PLAINES  
733 Lee Street  
Des Plaines, Illinois  
TRUSTEE

TRUST NO

END OF RECORDED DOCUMENT