

# UNOFFICIAL COPY

DEED IN TRUST

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Form 191 (1-75)

U-1-6-77 The above space for recorder's use only

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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Michael D. McConnell and Donna M. McConnell, his wife, as joint tenants of the County of Cook and State of Illinois, for and in consideration of sum of Ten Dollars 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 BANK OF OAKBROOK TERRACE, an Illinois banking corporation whose address is 17 W 695 Roosevelt Road, P.O. Villa Park, Illinois 60181, as Trustee under the provisions of a certain Trust Agreement, dated the 23rd day of September 19 77, and known as Trust Number 172, the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 4 and 5 in Block 7 North Woodbine Addition, a Subdivision of the North East 1/4 of the South West 1/4 of Section 6, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

TO HAVE AND TO HOLD the said real estate with all 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 in or on any subdivision or part thereof, and to reestablish 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 term, and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, and in 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 fee simple 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 payments or charges of any kind, to release money or assign any right, title or interest in or about or 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 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 deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, or any and all such liability, be 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 by 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, arising from 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 and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

This conveyance is made upon the express understanding and conditions that neither Bank of Oakbrook Terrace, 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 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, or any and all such liability, be 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 by 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, arising from 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 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 here 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 earnings, avails and proceeds thereof as aforesaid, the interest hereof being to vest in said Bank of Oakbrook Terrace 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 place in a 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, and all right or benefit under and by virtue of any laws of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal, this 23rd day of Sept. 19 77.

Donna M. McConnell (SEAL) Michael D. McConnell (SEAL)

STATE OF Illinois, I, Georgianne Hesslau, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Michael D. McConnell and Donna M. McConnell, his wife

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 are the subscribers, 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.

Witness my hand and seal this 23rd day of Sept. 19 77.

Georgianne Hesslau, Notary Public

My commission expires July 22, 1980

Mail To: Bank of Oakbrook Terrace  
17 W 695 Roosevelt Road  
P.O. Villa Park, Illinois 60181

739 N. Grove Street - Oak Park, IL 60302  
For information only insert street address of above described property.

Prepared By: M.D. MCCONNELL  
739 N. GROVE ST., OAK PARK, IL 60302

FORM 14589 BANKFORMS, INC.

This space for affixing Riders and Revenue Stamp

9/27/77  
 [Signature]  
 [Signature]

Document Number  
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