

DEED IN TRUST - QUIT CLAIM

74 219 791

THIS INDENTURE WITNESSETH, THAT THE GRANTOR S, ARNETT J. RAKOWSKI and ROSE RAKOWSKI, his wife, of the County of COOK and State of Illinois, for and in consideration of the sum of TEN Dollars (\$10.00), in hand paid, and other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim to THE ELGIN NATIONAL BANK, ELGIN, ILLINOIS, a national banking association as Trustee under the provisions of a certain Trust Agreement, dated the 10th day of November, 1977, and known as Trust Number 1191, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 422 in Parkwood Unit No. 4, being a subdivision of part of the Northeast 1/4 of Section 18, Township 41 North, Range 9, East of the Third Principal Meridian, in the City of Elgin, Cook County, Illinois according to the Plat of Survey recorded May 16, 1973 as Document No. 22, 327, 771, in Cook County, Illinois.

Exempt under provisions of Paragraph E Section 4 of Real Estate Transfer Tax Act.

Buyer, Seller or Representative

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the date and for the use and purpose 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 and alleys and to vacate any subdivision or part thereof, and to recombine 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 legal title 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 and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to consent to make leases and to grant options to lease and options to renew leases and to terminate the term of 100 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, 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 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 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 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 in made to a successor or successor 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 might do as 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 in a 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 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 them or any of them shall be only in the earnings, assets 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, assets 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 recited.

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 S, 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 grantor S, hereunto set their hand S, and seal, S, this 10th day of November, 1977.

Arnett J. Rakowski [SEAL] Rose Rakowski [SEAL]
Arnett J. Rakowski [SEAL] Rose Rakowski [SEAL]

STATE OF Illinois ss. I, Arnett J. Rakowski and Rose Rakowski, his wife, County of Kane

personally known to me to be the same person S, whose name S, are subscribed in 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 use and purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and Notary Seal this 10th day of November, 1977.

Notary Public, My commission expires January 18, 1981

This Instrument Prepared by: Attorney Mark J. Muscarello 707 - B Davis Road, Elgin, Il. 60120 Property Address: 1182 Price Drive, Elgin, Il.

Document No. Filed for record in Recorder's Office of Cook County, Illinois at o'clock M.

10.00

This space for filing sticker and Revenue Stamp

Office

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BOX 333

UNOFFICIAL COPY

ILLINOIS
FOR RECORD
Dec 29 AM '77

Richard H. ...
RECORDER OF DEEDS
*24219791

Property of Cook County Clerk's Office

Return to -
WOTAK, HUSCARELLI, CRISANTI & YOUNG, P.C.
ATTORNEYS AT LAW
704 S. DEWIS ROAD
ELGIN, ILLINOIS 60120
TELE: 312-695-7200
msw

END OF RECORDED DOCUMENT