

24 396 430

DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Dennis E. Sagel and Kathleen Sagel, his wife 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 Warrant unto BRIDGEVIEW BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 5th day of April, 1978, and known as Trust Number 1-0498 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 243 in Timber Ridge a subdivision of the West half of the North East quarter (except the South 12 acres thereof) and the West half of the East half of the North East quarter of Section 3, Township 37 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded April 19, 1963, as Document 18773946 in Cook County, Illinois.***

10.00

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 estate, powers and authorities vested in said Trustee, to demise, 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 the present or in the future, and for any term, not exceeding in any one lease the term of 99 years, and to renew or extend leases upon any terms and for any period, and to assign and transfer, 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 real estate, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about any 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 proceeds of money, rent or money borrowed or advanced on or about the said real estate or under the provisions of this Deed or said Trust Agreement, or any 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 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, so that such conveyance, lease 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 thereto, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, mortgage, lease or other instrument and (d) if the conveyance is made to a successor or successor in trust, that such successor or successor 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 conditions that neither Bridgeview Bank and Trust Company 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 desire 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 on 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 or 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 who may be and who shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interests 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, interest, legal or equitable, in or to said real estate as such but only an interest in earnings, avails and proceeds thereof as hereinaid, the intention hereof being to vest in said Bridgeview Bank and Trust Company 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 S... 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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S... aforesaid ha, VC... hereunto set their hand and seal on this 5th day of April 1978.

Dennis E. Sagel [SEAL] Kathleen Sagel [SEAL] Dennis E. Sagel [SEAL] Kathleen Sagel [SEAL]

Linda L. Fox Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Dennis E. Sagel and Kathleen Sagel, his wife

personally known to me to be the same person S... whose name S... 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 set forth, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this 5th day of April, A.D. 1978. [Signature] Notary Public. My commission expires April 5, 1981

GRANTEE: BRIDGEVIEW BANK AND TRUST COMPANY, 7940 South Harlem Avenue, Bridgeview, Illinois 60455

9126 Barberrry Lane, Hickory Hills, Ill. For information only insert street address of above described property.

This instrument was prepared by: James W. Haleas, Attorney at Law, 7940 South Harlem Avenue, Bridgeview, Illinois 60455

APR 11 60 16 0570

Vertical stamp: 4-7-78, Notary Seal, and other markings.

Vertical stamp: 24 396 430



UNOFFICIAL COPY

54 300 430

DEED IN PART

Property of Cook County Clerk's Office

APR 11 9 00 AM '78

RECORDS
CLERK

CYCLE 11 11 11

*24396430

RECORDS OF DEEDS

COOK COUNTY
CLERK'S OFFICE

APPROPRIATE TO RECORD AND RETURN TO

AS A FEE WITHOUT CHARGE AND \$0.25 PER PAGE

543

54 300 430