

UNOFFICIAL COPY

25558160

WARRANTY DEED IN TRUST

1980 AUG 25 AM 9 30
1980 AUG 25 AM 29 08
COOK COUNTY ILLINOIS

1980 AUG 25 AM 9 30

The above space for recorder's use only

10.00

THIS INDENTURE WITNESSETH, AND 25558160 SANDRA JO
ADLER, 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 Warranty unto LA GRANGE STATE BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, 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 22nd day of August, 1980, and known as Trust Number 6044, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 15 in Brainard Heights a subdivision of the South 1372 feet of that part of 73 acres South of Plainfield Road of the North East 1/4 of Section 17, Township 38 North, Range 12 East of the Third Principal Meridian lying East of West 50 acres except the East 30 feet conveyed to Town of Lyons for road in Cook County, Illinois

Grantee's Address: 918 W. 59th St., La Grange, Ill

10.00 E

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the covenances, 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 exercise any subdivision of part thereof, and to convey 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 any part of said real estate or any part thereof to a successor or successors in trust and in 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 lease to commence in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 199 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 conditions 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 said real estate or personal property, to grant agreements 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 Register of Titles of said County) relying upon or claiming under any such conveyance, lease or other instrument, in 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, executed in accordance with the trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, 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, trust deed, lease, mortgage or other instrument and (d) if the conveyance instrument 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, authority, duties and obligations of title, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither LA GRANGE STATE BANK, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability to be subjected to any claim, judgment or decree for anything done by it or its agents or attorneys or to be liable to do so or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendments 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, their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the direction of the Trustee, in its own name, as Trustee of an express trust and not individually if the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only in 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 whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

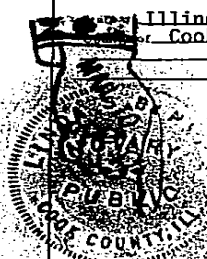
The interest of said and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under any or any of them shall be only in the present, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal 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 said LA GRANGE STATE BANK the entire legal and equitable title in fee simple, in and to all of the said real estate, as aforesaid.

If the title to any of the above real estate is now or hereafter registered, the Register of Titles is hereby directed not to register or file in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "with limitations" or any similar import, in accordance with such laws as may be in effect at the time of the recording and provided, said Trustee shall not be required to produce the said Trust Agreement or a copy thereof, or any extracts therefrom, as evidence, nor to transfer, charge or other dealing involving the registered lands to be in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives and releases, any and all right or benefit under and by virtue of any and all statute of the State of Illinois, providing for the assumption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S aforesaid, have hereunto set their hands and seal this 22nd day of August, 1980.

David R. Adler (SEAL) & Sandra Jo Adler (SEAL)
David R. Adler (SEAL) Sandra Jo Adler (SEAL)



I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that David R. Adler and Sandra Jo Adler, 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 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 22nd day of August, 1980

J. J. [Signature]
 Notary Public

La Grange State Bank
 MAIL TO: 14 SOUTH LA GRANGE ROAD
 LA GRANGE, ILLINOIS 60525

918 W. 59th St., La Grange, Ill.
 THIS INSTRUMENT WAS PREPARED BY
 For information only in respect to the above described property.
 TRUST DEPARTMENT
 14 S. LA GRANGE ROAD
 LA GRANGE, IL 60525

Section 4,
 Real Estate Transfer High Ruler and Revenue Stamps
 La Grange State Bank
 Date: 8/25/80 by [Signature]

Document Number
 25558160

END OF RECORDED DOCUMENT