

25569407

DEED IN TRUST

1980 SEP 3 AM 11 32

RECORDING OFFICE COOK COUNTY ILLINOIS The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, George C. Wagner and Sally A. Wagner, 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 BREMEN BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 15th day of August 19 80, and known as Trust Number 80-1802, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 11 in Crescent Green being a subdivision of Lot 2 (except the North 100.00 feet of the East 100.00 feet thereof), the South 317.00 feet of Lot 3 and all of Lot 4 in Arthur T. McIntosh & Company's 155th Street Farms, a subdivision of the East 1/2 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 16 Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois

10.00 E

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 redivide 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, 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, not exceeding in the case of any single term the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, not exceeding in the case of any single term the term of 99 years, and to grant options to lease and options to renew leases and to purchase the whole or any part of the reversion and to contract to lease, to lease and to grant options to lease and options to renew leases and 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 easement 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 or persons to do 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 in this State) 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 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 the parties thereto; (c) that said Trustee, or any successor and in said Trust Agreement or in all amendments thereof, if any, 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 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 the Trustee, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Bremen 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 or anything in or by or for the benefit of any attorney 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 claims or damages to persons or property happening in or about said real estate, any and all such liability being hereby or now 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 or Trustees 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 whosoever and whatsoever shall be charged with notice of this condition from the date of the filing or 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, profits and proceeds arising from the sale or any other disposition of said real estate and such interest shall be payable to the persons, 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, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said Bremen Bank And Trust Company the entire legal and equitable title, 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 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 connection with the statute in such case made and provided.

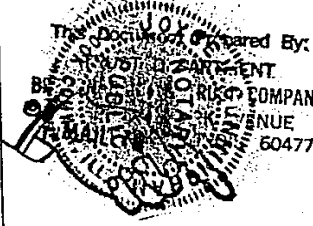
And the said grantor, hereby expressly waives, and releases, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, S. aforesaid by VE hereunto set their

seal of this 15th day of August 19 80. George C. Wagner [SEAL] Sally A. Wagner [SEAL] George C. Wagner [SEAL] Sally A. Wagner [SEAL]

STATE OF Illinois, I, the undersigned, a Notary Public in and for said County of Cook, do hereby certify that George C. Wagner and Sally A. Wagner, his wife

personally known to me to be the same person S whose name S 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 seal this 15th day of August A. D. 19 80. My commission expires 3-20-81



GRANTEE: BREMEN BANK AND TRUST COMPANY 17500 Oak Park Avenue Tinley Park, Illinois 60477

15100 Crescent Green Drive, Oak Forest, IL For information only insert street address of above described property.

This space for affixing Stickers and Revenue Stamps Exempt under provisions of paragraph E, section 4 Real Estate Transfer Tax Act. 8-15-80 Date Buyer, Seller or Representative

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Document Number