

WARRANTY DEED IN TRUST

25697529

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1980 DEC -9 AM 9:00

Sidney K. Olson
RECORDER OF DEEDS

25697529

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor DAVID SIMON MARRIED TO LYNN I. SIMON

of the County of COOK and State of ILLINOIS for and in consideration of TEN AND 00/100THS Dollars, and other good and valuable considerations in hand paid, Convey S and Warranty S unto the COMMUNITY BANK of HOMEWOOD-FLOSSMOOR, a corporation of Illinois, whose address is 18600 South Dixie Highway, Homewood, Illinois 60430 as Trustee under the provisions of a trust agreement dated the 4TH day of AUGUST 19 80 known as Trust Number 80052 the following described real estate in the County of COOK and State of Illinois, to-wit:

LOT 4 IN PRAIRIE PLAZA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

THIS PROPERTY DOES NOT CONSTITUTE HOMESTEAD PROPERTY. DS

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 all holidays vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 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, 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 reversion and to contract respecting the amount or fixing the amount of present or future rentals, to partition or to exchange said property, 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see that the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or ment executed by said trustee in relation to said premises, and every deed, trust deed, mortgage, lease or other instrument 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if no conveyance is made 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 estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 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.

If the title to any of the above lands 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 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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor of aforesaid has hereunto set hand 19 80

David Simon (Seal) _____ (Seal)

(Seal) _____ (Seal)

This instrument prepared by LYNN SIMON A NON-ATTORNEY

State of ILLINOIS, I, THE UNDERSIGNED, a Notary Public in and for said County, in County of COOK SS. the state aforesaid, do hereby certify that DAVID SIMON MARRIED TO LYNN I. SIMON



personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed, sealed and delivered the said instrument as HIS 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 notary seal this 2ND day of DECEMBER 19 80

Irene E. Conroy
Notary Public

After recording return to:

COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR
18600 S. Dixie Highway, Homewood, IL 60430
799-2800

301 S. HALSTED, CHICAGO, HEIGHTS, ILL

For information only insert street address of above described property

BOX 533

68 07 350
804918 Carver

10.00

Dr. Irene E. Conroy
Real Estate Transfer
Date 12/2/80

25697529
COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR