

UNOFFICIAL COPY

25746909

DEED IN TRUST

1981 JAN 22 AM 11 08

The above state for recorder use only

THIS INDENTURE WITNESSETH, That the Grantor Edward C. Rose, as Trustee under Trust Agreement dated February 1, 1979, and known as the Edward C. Rose Trust, of the County DuPage and State of Illinois for and in consideration of Ten and no one-hundredths (\$10.00) Dollars, and other good and valuable considerations in hand paid, Conveys and the Quit Claims unto the FIRST BANK OF OAK PARK, an Illinois Corporation, its successor or successor, as Trustee under the provisions of a trust agreement dated the twenty-sixth day of December 19 80, known as Trust Number 12110, the following described real estate in the County of Cook and State of Illinois, to-wit:

That part of the South 1/2 of the North 1/2 of the Northwest 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, (except the West 70.0 feet (as measured on the North and South lines thereof)) which lies West of the Public Highway 60 feet in width, lying West of and adjoining the Chicago, Milwaukee, St. Paul and Pacific Railroad (excepting therefrom the North 409.69 feet thereof and also excepting therefrom that part thereof which lies West of the East Line of the West 375.0 feet as measured along the South line thereof of the Northeast 1/4 of the Northwest 1/4 of said Section 29) in Cook County, Illinois;

10.00

L-7435-c-2

TO HAVE AND TO HOLD the said premises with the appurtenances, unto the trusts and for the uses and purposes herein and in said trust agreement as forth

Full power and authority is hereby granted to said trustee to purchase, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys, and to create 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 give 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 authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge, to 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 lease to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of a single lease 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, 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 manner of 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 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 a 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 any said premises or any part thereof shall be conversely contracted to be sold, leased or mortgaged by said trustee, be obliged to see to 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 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, and 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, and 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 the 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 title, estate, rights, powers, authorities, duties and obligations of the, 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, profits and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and the beneficiaries hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only the interest in the earnings, profits 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 passed.

And the said grantor hereby expressly waives S. and releases S. 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 aforesaid has hereunto set his hand and seal this 20th day of January 1981.

(Seal) Edward C. Rose (Seal)
Edward C. Rose, as Trustee under Trust Agrmt. dated 2/1/79, and known as the Edward C. Rose Trust (Seal)

This instrument was prepared by: Edward B. O'Shea, Jr.
7346 Madison Street; Forest Park, Illinois 60130

State of Illinois } Edward B. O'Shea, Jr., a Notary Public in and for said County, in County of DuPage } the state aforesaid, do hereby certify that Edward C. Rose, as Trustee under Trust Agreement dated February 1, 1979, and known as the Edward C. Rose Trust,

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 notarial seal this 20th day of January 1981.

Edward B. O'Shea, Jr.
Notary Public



FIRST BANK OF OAK PARK
BOX 47
TR 0042

7800 Lehigh Avenue
Niles, Illinois
For information only insert street address of above described property.

I hereby declare that this Deed represents a transaction exempt from taxation under the provisions of Paragraph (e) Section 4 of the Real Estate Transfer Tax Act of the State of Illinois.
Dated: 1-20-81
Edward B. O'Shea, Jr.
Notary Public

25746909
Document Number

END OF RECORDED DOCUMENT