

# UNOFFICIAL COPY

## DEED IN TRUST

25774746

The above space for recorder's use only

68-09-0520

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **JOHN J. NOVAK**, married to **PHYLLIS M. NOVAK**, of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **Ten and No/Hundredths** 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 **Tenth** day of **February** 19 **81**, and known as Trust Number **81-1897**, the following described real estate in the County of **Cook** and State of **Illinois**, to-wit:

Lot 189 in William H. Britigan's Marquette Park Highlands being a subdivision of part of the West 1/2 of the North East 1/4 (except the West 50 feet thereof) of Section 26, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

10.00

TO HAVE AND TO HOLD the said real estate with the appurtenances to the trust, 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, maintain, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways and 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 in a succession or successions 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 or otherwise encumber said real estate, or any part thereof, to lease, to subdivide, to partition, from time to time, in possession or reversion, by lease to commence in present or in future, and upon any terms and for any period or periods of time and to amend, change or modify leases and to terminate the term of any lease, 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 to exchange, 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 real estate, or any part thereof, for other real or personal property, to grant easements or other rights 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 owning the same to deal with in 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 of said county) 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 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 beneficiaries thereunder, (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 in 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 its, 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 for anything it or they or its or their agents 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 an amendment 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 as their attorneys-in-fact, hereby irrevocably appointed for such purposes, or, at the election of 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 as its trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for 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, 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Bremen Bank And Trust Company the entire legal and equitable title in fee simple in and to all of the real estate above described.

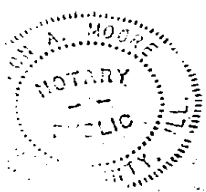
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with the use and practice 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 statute of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S infore said have their hereunto set hand S and seal S this 10th day of February 19 81

JOHN J. NOVAK [SEAL] PHYLLIS M. NOVAK [SEAL]

STATE OF Illinois ) I, Don A. Moore, a Notary Public in and for said County of Cook ) County, in the State aforesaid, do hereby certify that John J. Novak, married to Phyllis M. Novak, and Phyllis M. Novak, 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 10th day of February A. D. 19 81

Don A. Moore Notary Public.

My commission expires Nov. 11, 1984

GRANTEE: Bremen Bank and Trust Company  
 BREMEN BANK AND TRUST COMPANY  
 17500 Oak Park Avenue  
 Tinley Park, Illinois 60477 **BOX 533**

For information only insert street address of above described property.

Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act.  
 2-10-81  
 Notary Public  
 BUYER, SELLER or REPRESENTATIVE

NO TAXABLE CONSIDERATION  
 WAYNE M. MILLER  
 Attorney at Law  
 14730 S. Kilbourn Avenue  
 Madiethian, IL 60445

INSTRUMENT PREPARED BY:  
 WAYNE M. MILLER  
 Attorney at Law  
 14730 S. Kilbourn Avenue  
 Madiethian, IL 60445

Instrument Number

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED RECORD  
1981 FEB 17 AM 9:00

*William H. Alban*  
RECORDER OF DEEDS  
25774746

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT