

# UNOFFICIAL COPY

DEED IN TRUST

25867684

Prepared By  
ROBERT F. MOORE  
STATE BANK BLDG  
Wheeling, Ill. 60090

Quit Claim

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor,  
Gerald G. Surges and Cynthia Surges, his wife  
of the County of Cook and State of Illinois, for and in consideration  
of the sum of Ten Dollars and no/100's Dollars (\$ 10.00),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey  
and Quit Claim unto WHEELING TRUST AND SAVINGS 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 7th day of  
May 1981, and known as Trust Number 81-191, the following described real estate in the  
County of Cook and State of Illinois, to-wit:

Lot 21 in Block 3 in Dunhurst Subdivision Unit No. 4, part of the East  
Half of the North West Quarter of Section 10, Township 42 North, Range  
11 East of the Third Principal Meridian, and part of the South West  
Quarter of Section 3, Township 42 North, Range 11 East of the Third  
Principal Meridian, according to plat thereof recorded April 24, 1956  
as document 16557919, in Cook County, Illinois

SUBJECT TO

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, maintain, 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 resubdivide 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 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 present or in  
future, 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 provi-  
sions 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 real estate, or any part thereof, for other real or personal property, to grant easements or estates 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  
do all things and every part thereof in all other ways and for such other considerations as it may 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 said Trustee (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 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 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 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Wheeling Trust and Savings Bank, individually or as  
Trustee, nor its successors or assigns in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything in  
this deed 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 any amendment thereof, or for injury to person or property happening in or about said real estate, any and all such  
liability being hereby 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 attorney-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  
no individual (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), or  
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 the earnings, avails and proceeds thereof as aforesaid, the attention hereof being to that in said Wheeling  
Trust and Savings Bank the entire legal and equitable title in fee simple, in and to all of the real estate aforesaid 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 statute in such case made and provided, and said Trustee shall not be required to produce the said  
Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands  
is 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  
statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor saforesaid hereunto set their hand s and  
seal g this 7th day of May 1981

X Gerald G. Surges [SEAL] X Cynthia Surges [SEAL]

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  
Gerald G. Surges and Cynthia Surges, 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 7th day of May 19 81  
Janis Smiley  
Notary Public



RETURN TO ROBERT F. MOORE  
WHEELING TRUST AND SAVINGS BANK  
Wheeling, Illinois 60090

For information only insert street address of above described property.

This space for affixing taxes and Revenue Stamps

*Phyllis J. ...*

12-1-5

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RECORDED

MAY-12-61 447498 25867634 A -- REC 10.00

Property of Cook County Clerk's Office



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