

UNOFFICIAL COPY

WARRANTY DEED IN TRUST
ADDRESS OF GRANTEE
104 SOUTH COOK STREET
BARRINGTON, ILLINOIS 60010

1981 JUL 29 AM 10 28

Tr Form 2

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor **ROBERT L. BUGIEL and SUSAN L. BUGIEL**, his wife,

of the County of Cook and State of Illinois for and in consideration of Ten and no/100 (\$10.00) and valuable considerations in hand paid, Convey and warrant unto **THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON**, Barrington, Illinois, a national banking association, Trustee under the provisions of a trust agreement dated the 28th day of October 1980, known as Trust Number 11-2246, the following described real estate in the County of Cook and State of Illinois, to-wit:

10.00

Lot 7, in Waverly Park Unit No. 4 being a subdivision of part of Section 8, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to mortgage dated March 7, 1977 and recorded March 18, 1977 as document 23855270 made by Robert L. Bugiel and Susan L. Bugiel, his wife, to Continental Illinois National Bank and Trust Company of Chicago, a corporation of the United States of America to secure a note for \$24,000.00.

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Prepared by **BOEHM & BOEHM**, 301 E. Main St., Barrington, IL 60010
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 redivide said property as often as desired, to contract to sell, to grant options to purchase to sell or 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 authorities vested in said trustee, to donate, to mortgage, pledge or otherwise encumber said premises, or any part thereof, to lease, to sell, to convey, to grant, to lease, to mortgage, to pledge or otherwise encumber said premises, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or 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 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, 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 conveyance 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 to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obligated 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, (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, and in some amendment thereof and binding upon all beneficiaries hereunder, (c) that said trustee was fully 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 trustee, 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 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.

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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor S aforesaid has VP hereto set their hand and seal S this 28th day of October, 1980.

Robert L. Bugiel (Seal) Susan L. Bugiel (Seal)
Robert L. Bugiel (Seal) Susan L. Bugiel (Seal)

State of Illinois ss. I, Donald R. Rauscher, Notary Public in and for County of COOK, do hereby certify that Robert L. Bugiel and Susan L. Bugiel, his wife

personally known to me to be the same person whose name S. Bugiel 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 22 day of July, 1981



4305 Linden
ADDRESS OF PROPERTY
Rolling Meadows, IL

TAX MAILING ADDRESS
Tax address remains the same

ALPCO 1800 10-78

10.00

Exempt under Real Estate Transfer Tax Act Sec. 4
Date 9/27/81 Sign [Signature]
This space for officiating clergy and witnesses to be used in case of a religious ceremony.

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END OF RECORDED DOCUMENT