## UNOFFICIAL COPY

## 25089176

## This Indenture Witnesseth, That the Grantor,\_

Eleanor E. Ivans, divorced and not since remarried, of 1400 Renaissance Drive
of the County of Cook and State of Illinois Park Ridge, for and in consideration
of the sum of
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey
and Warrantunto THE FIRST NATIONAL BANK OF DES PLAINES, a corporation duly organized and exist
ing as a national banking association under the laws of the United States of America, 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
th foll wing described real estate in the County ofCOOK
and Sta e & Illinois, to-wit:

Lot 66 in Tree Farm Estates, being a Subdivision of part of the South 121 f of the North East quarter of Section 25, Township 42 North, Range 11, East of the Third Principal Meridian, according to the pale thereof recorded as Document No. 24113330 ( and registered in the office of the Registrar of Titles of Cook County, Illinois as I ament No. 2968157); in Cook County, Illinois

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, up . tb 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, m...ge, protect and subdivide said real estate or any part thereof, to declicate parks, streets, highways or alleys and to vacate any subdivision or part, eof, at do resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey (ther win or without consideration, to convey said real estate, or any part thereof to a successor is intrust and to grant to such success or or successor is intrust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherways or meet said real estate, or any part thereof, from time to time, in possession or reversion, by leases o .m. meet in pracentil or in future, and upon any terms and for any period or periods of time and to amend, change or modify invest of the terms and for any period or periods of time and to amend, change or modify invest of 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 rener leas 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 ... or ... or ... estate, convey or assign any right, title or interest in or about or easement appurteant to said real estate, or any part of 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 ow ing 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 'who is said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in tru t, be ob ged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see the the 'm' 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 e. Jipy-l or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrum at 'e sured by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (incl. sine the Registrar of Titles of said country) relying upon or claiming under any such conveyance lease or other instrument, (a) that at the une of 'e-delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or the instrument was executed in accordance with the trusts, conditions and limitations contained 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 any authorized and compowered 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

This conveyance is made upon the express understanding and condition that neither The First National Bank of Des Plaines, individually or as Trustee, nor its successor 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 any 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 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 for individually (and the Trustee shall have no obligation was indevered with respect to any succination, 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). 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 in 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 intention hereof being to vest in said First National Bank of Des Plaines 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 statute in such case made and provided.

And the said grantor....... hereby expressly waive....... and release....... any and all right or benefit under and by virtue of any and all statute 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 her hand and seal\_this 23rd day of April 1979

[SEAL]

Eleanor E. Ivans

This instrument prepared by Joseph Hanlon 13 4 67 2 21 1400 Renaissance Drive

Park Ridge, Illinois

EXEMPT UNDER PROVISIONS PARAGRAPH
REAL ESTATE TRANSFER TAX ACT

25569170

## UNOFFICIAL COPY

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COUNTY OF COOK	ss.	Cynthia B.		
		and for said County, in the		
	<u>Eleanor</u> l	E. Ivans, divorced a	nd not since re	married
		me to be the same person		
·	acknowledged that	oregoing instrument, appeare She signed, s	d before me this day ealed and delivered the	e de la companya de
	her her	free and voluntary act, for t	he uses and purposes	therein set forth,
A B GO	including the release	and waiver of the right of he		
N. TANK	Given under my April	hand and Notarial Seal this  A. D. 19 79	23rd	day of
		Cynthia B.	Shawa	
2 2 18 0 2			<u> </u>	Netary Public.
COLINA	My commission	expires October	22, 1980	
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Joseph C. Hanlon Suite 300 1400 Renaissance Dr. Park Ridge, II.

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Deed in Trust WARRANTY DEED

END OF RECORDED DOCUMENTE

THE FIRST NATIONAL BANK

OF DES PLAINES

733 Lee Street Des Plaines, Illinois TRUSTEB