

UNOFFICIAL COPY

25258750

This Indenture Witnesseth, That the Grantor JOHN T. CLERY, a
bachelor

of the County of Cook and the State of Illinois for and in consideration of
Ten and no/100 (\$10.00) Dollars,
and other good and valuable consideration in hand paid, Convey quit claims
and WARRANT unto BANK OF
ELK GROVE, an Illinois State Bank, 100 East Higgins Road, Elk Grove Village, Illinois, its successor or successors as
Trustee under the provisions of a trust agreement dated the 20th day of December 1975 known as
Trust Number 1851, the following described real estate in the County of Cook
and State of Illinois, to-wit:

The East half of Lot 12, Block 1, in Town and County I at Hoffman
Estates, being a subdivision of part of the West 25 chains of the
Northwest quarter of Section 15, Township 41 North, Range 10, East
of the Third Principal Meridian, in Schaumburg Township, Cook County,
Illinois, according to the plat recorded April 26, 1962 as Docu-
ment No. 18459280 in the Office of the County Recorder of Cook
County, Illinois.

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commonly known as 183 (now known as 280) Bode Road, Hoffman Estates, IL

Office of Cook County Clerk's Office

Property of [unclear]

Subject to: general real estate taxes for 1979 and subsequent years; easements; covenants, conditions and restrictions of record; and subject to a certain mortgage dated March 8, 1978 and recorded March 22, 1978 as Document No. 24,373,117 made by Palatine National Bank, as Trustee under Trust Agreement dated October 13, 1975 and known as Trust Number 1518 to North West Federal Savings & Loan Association of Chicago, to secure a Note for \$34,300.00.

Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act.

10/31/79 Date Buyer, Seller or Representative [Signature]

Permanent Real Estate Index No. 07-15-105-051

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

Full power and authority is hereby granted to said trustee to improve, map, 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 resubdivide said property 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 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 or 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 leases to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 198 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, said 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 easement 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 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 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 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, (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 some amendment thereof and binding upon all beneficiaries thereof, (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 its, 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, avails 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, avails 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 cases 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 homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 31st day of October, 1979.

(SEAL) JOHN T. CLERY (SEAL)

This instrument was prepared by: DAVID E. RUEDLIN, ESQ. 800 East Higgins Road Schaumburg, Illinois 60195.

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RECORDER OF DEEDS
COOK COUNTY ILLINOIS

David E. Ruedlin
1979 NOV 28 AM 11:14

STATE OF ILLINOIS NOV-28-79 702748 25258750 4 A Rec 11.15
COUNTY OF DuPage SS. DAVID E. RUEDLIN

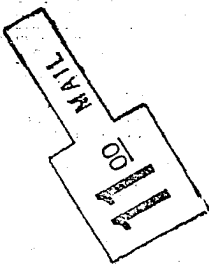
Notary Public in and for said County, in the State, aforesaid, do hereby certify that
JOHN T. CLERY, a bachelor

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 David E. Ruedlin seal this
31st day of October 1979



Property of Cook County Clerk's Office



Mail to: David E. Ruedlin
800 E. Higgins Rd.
Schaumburg, IL 60195

25258750

Quit
Deed in Trust
WARRANTY-DEED

ADDRESS OF PROPERTY

Bank of Elk Grove
TRUSTEE
100 East Higgins Road
ELK GROVE VILLAGE, ILLINOIS 60007

END OF RECORDED DOCUMENT