

# UNOFFICIAL COPY

DEED IN TRUST

25 323 444

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **CAROL J. HENKE**, A SINGLE PERSON of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **Ten and 00/100**-----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 **10th** day of **January** **1980**, and known as Trust Number **80-1665**, the following described real estate in the County of **Cook** and State of **Illinois**, to-wit:

Lot 44 in Gallagher and Henry's Ishnala Subdivision Unit No. #5, being a Subdivision of part of the North East 1/4 of Section 36, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1980 JAN 17 AM 10:42

*Sidney H. Olson*  
RECORDER OF DEEDS

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TO HAVE AND TO HOLD the said real estate with the covenances, 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, or any person named in trust, to improve, manage, 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 provide for 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, lease or otherwise encumber 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 term 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 term, and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to lease and to grant options to lease and options to purchase the whole or any part of the reversion and to contract respecting the same, to assign or charge of any kind, to release, cover or assign any right, title or interest in or about or 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 do 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 person named 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 to it as the terms of this trust have been complied with, or be obliged to inquire into the authority, honesty or expediency of any act of said Trustee, or be allowed 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 said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the conditions and limitations contained in the indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries in remission, (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 the said Trustee or 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 any amendment thereof, 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 or in the name of the Trust 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 not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except as provided in the Trust Agreement and from time to time the Trustee shall be responsible for any and all such contracts, obligations and indebtedness and the Trustee shall be charged with notice of this condition from the date of the filing of this deed for record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under it, in any of these shall be only in the strictness, and the Trustee and its successors and assigns shall have no interest, legal or equitable, in or about said real estate as such but only an interest in the real estate and proceeds thereof as aforesaid, the intention hereof being to vest in said Bremen Bank and Trust Company the entire legal and equitable title to the same, in and to all of the real estate above described.

If this title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or file 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, releases, and assigns any and all right or benefit under and by virtue of any and all statute or laws of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid, has hereunto set her hand and seal this 10th day of January, 1980.

*Carol J. Henke* (SEAL)  
**CAROL J. HENKE** (SEAL)

STATE OF **Illinois** } I, **Carol J. Henke**, the undersigned, a Notary Public in and for said County of **Cook** } do hereby certify that **Carol J. Henke, a single person**

personally known to me to be the same person whose name is **Carol J. Henke** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **she** signed, sealed and delivered the said instrument as **her** free and voluntary act, for the purposes herein set forth, including the release and waiver of the right of homestead. **GIVEN** under my hand and seal this **10th** day of **January**, A. D. **1980**.  
*Sidney H. Olson*  
Notary Public.

GRANTER:  
**BREMEN BANK AND TRUST COMPANY**  
17500 Oak Park Avenue  
Tinley Park, Illinois 60477  
12755 Winnebago Rd. Palos Hts., IL 60463  
For information only (not street address of above described property).

67-28-664-0

2336-208-020

10.00

Section 4  
Date 1-10-80  
The space for affixing Riders and Revenue Stamps  
Exempt under prov. Real Estate Trans. Act  
Date

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