

26430609

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Joseph Kujawinski of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF WAUKEGAN, ILLINOIS, a National Banking Association duly organized and existing under the National Banking Laws 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 2nd day of December 19 82 and known as Trust Number 2340, the following described real estate in the County of Cook and State of Illinois, to-wit:

10.00

Lot Three (3) in Block Ten (10) in Glenview Terrace Subdivision, being Subdivision in the East 1/2 of South East 1/4 of Fractional Section 11, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, according to plat dated November 6, 1958 as Document 17368598 recorded in Cook County, Illinois and commonly known as 2733 Pauline, Glenview, Illinois.

THIS INSTRUMENT PREPARED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF WAUKEGAN, ILLINOIS, AS PER DAVID L. DESALVO, TRUST OFFICER.

Except under provisions of Paragraph E Section 4 Real Estate Trans. 12-2-82 Date Buyer, Seller or Representative

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, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or any 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 leases 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 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 real estate, or any part thereof, for other real or personal property, to make easements or charges 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 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 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, 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 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) that the conveyance made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and as fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Co., 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 in or by or for 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 Indenture or of the Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any claim or liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by said Trustee, or any successor in trust, 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 agent, in fact, hereby proposed, or at the direction of the Trustee, in its own name, as Trustee of an express trust, and the Trustee shall not be individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness 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 to extract therefrom, or to produce any evidence that the words "in trust" or "upon condition" with limitations or words of similar import, 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 aforesaid has hereunto set his hand and seal this 2nd day of December 19 82.

Joseph Kujawinski [SEAL]

State of Illinois the undersigned a Notary Public in and for said County, in the state aforesaid, do hereby certify that Joseph Kujawinski



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 and notarial seal on 2nd day of December 19 82.

Diane E. Boyle My Commission Expires May 16, 1984

NOTE: RECORDED DEEDS FORWARD RECORDED DEED TO: TRUST DEPARTMENT AMERICAN NATIONAL BANK AND TRUST CO. 2323 W. GRAND AVENUE WAUKEGAN, ILLINOIS 60085

2733 Pauline, Glenview, IL

For information only insert street address of above described property.

FORM 404-5J

END OF RECORDED DOCUMENT