

3

26 745 308

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor Charles R. Casper, a bachelor 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 S and Warrant S unto LA GRANGE BANK & TRUST COMPANY, a banking corporation duly organized and existing under the laws of the State of Illinois, 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 19th day of July 19 83, and known as Trust Number 7271, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 41 in Elmore's Fifth Avenue Subdivision of the North Half of the North Half of the West Half of the North East Quarter in Section 9, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

10.00

SUBJECT TO 1982 general taxes and subsequent years and covenants, conditions and restrictions of record.

TO HAVE AND TO HOLD the said real estate with all appurtenances, upon the trust, 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 his assigns, to convey, manage, protect and subdivide said real estate or any part thereof, to dedicate streets, highways or alleys and to vacate any subdivision or part thereof, to lease, mortgage, sell, convey, or otherwise dispose of said real estate or any part thereof, 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, at pleasure or otherwise, by lease to commence in present or in future, and upon any terms and for any period or periods of time, to execute, in the case of any lease, the terms and provisions thereof at any time or times hereafter, to contract to make lease and to grant options to lease and options to purchase the whole or any part of the premises and to contract respecting the manner of fixing the amount of present or future rentals, to contract to exchange said real estate, 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 the premises 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 should 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 the 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, 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 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 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) if the conveyance is made to a successor or successors in trust, that the said 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 predecessor in trust.

This conveyance is made upon the express understanding and condition that neither LA GRANGE BANK & 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 any act or omission of any of 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 amendments thereto, or for injury to person or property happening in or about said real estate, and said 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 Trustee, or 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 incurred 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, whosoever 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 by 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 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, the intention hereof being to vest in said LA GRANGE BANK & TRUST COMPANY the entire legal and equitable title in fee simple 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, in evidence with the Registrar or other dealing involving the registered lands 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.

777-8-181975 Beal

18-09-201-01P

Exempt under provisions of Paragraph 4, Section 4, of the Illinois Transfer Tax Act.  
 Robert V. Beale  
 Buyer, Solicitor or Representative  
 9-15-83  
 Date

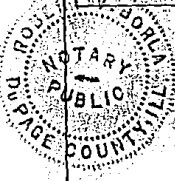
This space for affixing Riders and Revenue Stamps

In Witness Whereof, the grantor Charles R. Casper aforesaid has hereunto set his hand and seal this 19th day of July 19 83

Charles R. Casper (SEAL) (Charles R. Casper) (SEAL)

(SEAL) (SEAL)

State of Ill } ss. Robert V. Beale a Notary Public in and for said County,  
 County of DePue } in the state aforesaid, do hereby certify that  
Charles R. Casper, 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 and notarial seal this 19 day of August 19 83

Robert V. Beale  
 Notary Public

LA GRANGE FEDERAL SAVINGS AND LOAN ASSN.  
 1 North La Grange Rd.  
 La Grange, Illinois 60525

526 S. 7th Ave LA Grange IL  
 For information only Insert street address of above described property.

Prepared by C. R. Casper, 547 S. La Grange Rd., La Grange, IL.

Document Number 26 745 308

UNOFFICIAL COPY

815 247 35

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Sidney H. Olson*

RECORDER OF DEEDS

1983 AUG 23 PM 12:37

26745308

Property of Cook County Clerk's Office

STAMP

END OF RECORDED DOCUMENT