

DEED IN TRUST

26 815 027

10.00

Form 191 Rev. 11-71

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, DONNA RAUSCH, a never married woman 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 CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 22nd day of September, 1983, and known as Trust Number 59264, the following described real estate in the County of and State of Illinois, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

I hereby declare this transaction is exempt under Section 4, Paragraph E, of the Real Estate Transfer Tax Act.

October 6, 1983

COOK COUNTY, ILLINOIS FILED

Richard H. Olson RECORDER OF DEEDS

1983 OCT 11 PM 2:45

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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 provide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to public use, to lease, to mortgage, to sell or otherwise dispose of said real estate or any part thereof in a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authority vested in said Trustee, to donate, to dedicate, to mortgage, to lease 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 the present or in the future, and upon any terms and for any period or periods of time, and to execute any deed or deeds to purchase the term of 199 years, and to renew or extend leases upon any terms and for any period or periods of time, to amend, change or modify leases and the terms and conditions thereof at any time or times hereafter, to contract to make leases and to execute any deed or deeds to renew leases and options to purchase the whole or any part of the premises and to contract respecting the manner of listing 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 grant 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 or any part thereof in all other ways and for such other considerations as it would be lawful for and person owning the same to deal with the same, which may be 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 any lease, mortgage or other instrument created by said Trustee, or any successor in trust, be obliged to see that the terms of this deed or any instrument created by said Trustee, or any successor in trust, have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or the obligor or obligee in it, or give faith to any of the terms of said Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument created 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 holder of a title of said county) relying upon or acting 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 trust, conditions and limitations set forth in this Indenture and in said Trust Agreement or in all amendments thereto, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver said 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 his, her or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, Inc. or its Trustee, nor its successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they 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 failure to perform or properly executing in or about said real estate, and all such liability being hereby expressly waived and released, and the 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 beneficiary under said Trust Agreement as their liability-in-fact, hereby expressly appointed for such purpose, or at the direction 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 only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge of any). 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 or any of them shall be only in the earnings, profits 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 earnings, profits and proceeds thereof as stated in the instrument hereunder to be held in trust in said American National Bank and Trust Company of Chicago 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 waives, releases and discharges, and releases, any and all right or benefit under and by virtue of any and all statutes 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 23rd day of September, 1983.

Donna Rausch (SEAL)

STATE OF ILLINOIS, County of COOK, Notary Public in and for said County, in the State aforesaid, do hereby certify that DONNA RAUSCH, a never married woman

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 she is the free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this 23rd day of September, 1983.

My commission expires Oct 11, 1983

American National Bank and Trust Company of Chicago Box 221

For information only insert street address of above described property.

77-370-1844-103

This space for printing Illinois and Revenue Stamps

Document Number 26 815 027

EXHIBIT "A"

That part of the East half of the Southeast quarter of Section 22, Township 41 North, Range 10 East of the Third Principal Meridian described as follows: Commencing at the intersection of the West line of said East half with the South line of the North 50.00 feet of said East half; thence North 85° 51' 34" East (along said South line of the North 50.00 feet, 437.16 feet; thence South 04° 08' 26" East, 100.00 feet; thence South 02° 15' 53" West, 33.32 feet; thence South 79° 14' 49" East, 145.57 feet to a point of curvature; thence Southeasterly along a curve to the right having a radius of 71.50 feet, an arc distance of 49.09 feet (the chord thereof bearing South 59° 34' 39" East, 48.13 feet) to a point of tangency; thence South 39° 54' 30" East, 25.00 feet to the point of beginning; thence South 30° 17' 42" West, 71.49 feet; thence South 52° 55' 19" East, 103.14 feet; thence North 80° 02' 47" East, 175.00 feet; thence North 19° 30' 09" West, 75.00 feet; thence North 04° 08' 26" West, 46.44 feet; thence South 82° 00' 00" West, 191.63 feet to the point of beginning, all being in the Village of Schaumburg, Cook County, Illinois, and containing 0.598 acres more or less.

Property of Cook County Clerk's Office  
26 815 021

END OF RECORDED DOCUMENT