

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney H. Olson
RECORDER OF DEEDS

26 928 778

1984 JAN 13 PM 2:45

26928778

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor S

ROBERT A. PETERSON and ESTELLE C. PETERSON, his wife
of the County of Cook and State of Illinois
for and in consideration of Ten and no/100----- (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and warrant unto THE FIRST BANK OF OAK PARK, an Illinois Corporation, its successor or successors, as Trustee under the provisions of a trust agreement dated the 15th day of November 19 83, known as Trust Number 12637, the following described real estate in the County of Cook and State of Illinois, to-wit:

The East 100 feet of the West 1060.6 feet of that part of the West 1/2 of the North East 1/4 of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian lying South of a line parallel with and 445.03 feet South of Center line of Higgins Road (except the South 435.6 feet thereon) all in Cook County, Illinois

Subject to: covenants, conditions and restrictions of record; private, public and utility easements and roads and highways, if any; party wall rights and agreements if any; special taxes or assessments for improvements not yet completed; any unconfirmed special tax or assessment; general taxes for the year 1983 and subsequent years including taxes which may accrue by reason of new or additional improvements during the years 1983.

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to locate, 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 mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in person or reversion, by leases to commence in present or 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, 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 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 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 of 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 thereunder, (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 case made and provided.

And the said grantor, S, hereby expressly waive, and release 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.

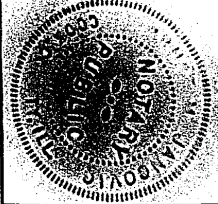
In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 10th day of JANUARY 19 84

Robert A. Peterson (Seal) *Estelle C. Peterson* (Seal)
Robert A. Peterson Estelle C. Peterson

This Document Prepared by: Bruce M. Jancovic 1000 W Touhy Park Ridge IL 60068

State of Illinois } ss. I, Bruce M. Jancovic, a Notary Public in and for said County, in County of Cook } the state aforesaid, do hereby certify that Robert A. Peterson and Estelle C. Peterson, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 10 day of Jan 19 84



Bruce M. Jancovic
Notary Public

FIRST BANK OF OAK PARK
BOX 47
Grantee's Address:
First Bank of Oak Park
11 Madison Street
Oak Park, Illinois 60302

For information only insert street address of above described property.

COOK CO. NO. 016
26 928 778
CANCELED 50-
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
50.00
10.00
RECEIVED
JAN 13 1984
RECORDS SECTION TAX
50.00
CANCELED 50-
Document Number 26 928 778

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END OF RECORDED DOCUMENT