

UNOFFICIAL COPY

QUIT CLAIM DEED IN TRUST

RECORDED
COOK COUNTY ILLINOIS

1981 OCT 6 AM 11 43

26020051

RECORDED

Allyson Davis

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Kenneth Faretta and Clara Faretta, his wife OCT-6-81 536580 26020051 A of the County of DuPage 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 Quit Claim unto OAK BROOK BANK, 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 8th day of March 1978, and known as Trust Number 8-1385, the following described real estate in the County of _____ and State of Illinois, to-wit: Parcel I: The South 30 feet of the North 644.50 feet of Lot 5 in Block 15 of Unit 5, Hanover Gardens first addition being a subdivision of Block 9 and 15 of Unit 3 Hanover Gardens first addition being a part of the West 1/2 of the Southeast 1/4 and part of the East 1/2 of the Southwest 1/4 of Section 25, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois. Parcel II: Easements for the benefit of Parcel I as set forth in the Declaration recorded October 22, 1973 as Document No. 22520450 and as created by Deed from Hanover Builders to William S. Campbell and Carol R. Campbell, his wife, dated October 12, 1973 and recorded November 5, 1973 as Document No. 22535610 for ingress and egress, all in Cook County, Illinois.

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 and 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 or any other way, 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 lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding 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 to any person the right to lease and options to purchase the whole or any part of the reversion and to contract respecting the manner, form, the amount of present or future rentals, in 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 easement 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 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, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall have evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such instrument, 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 stated 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) if the conveyance in 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.

This conveyance is made upon the express understanding and condition that neither OAK BROOK BANK 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 if 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 thereto, 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 created into by the Trustee in connection with said real estate may be entered into by it in the name of the beneficiaries under said Trust Agreement, their attorneys-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 only 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 who ever shall be charged with notice of this condition from the date of the filing hereof, or of this Deed, or of this Trust Agreement, shall be deemed to have notice of this condition 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 any other disposition of said real estate, and such interest is hereby declared property, and no beneficiary hereunder shall have any 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 OAK BROOK BANK the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title in 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 limitation," 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 Trust Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor, 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.

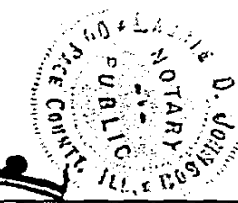
In Witness Whereof, the grantor, s aforesaid have hereunto set their hands and seals, this September day of 1981.

Kenneth Faretta [SEAL] Clara Faretta [SEAL]
Kenneth Faretta Clara Faretta
[SEAL] [SEAL]

State of Illinois ss. Laurie D. Johnson a Notary Public in and for said County, County of DuPage in the state aforesaid, do hereby certify that Kenneth Faretta and Clara Faretta, 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 30th day of September 1981

Laurie D. Johnson
Notary Public



Oak Brook Bank 2021 Spring Road, Oak Brook, Illinois 60521 Phone: 312/654-1050 Member F.D.I.C. For information only insert street address of above described property.

10.00

This space for affixing Riders and Revenue Stamp
This instrument is exempt from the Real Estate Transfer Tax pursuant to Illinois Revised Statutes, Chapter 120, Section 1004(e).
Date: September 30, 1981
Andrew M. Carter, Esq.

Document Number 26020051

END OF RECORDED DOCUMENT