

# UNOFFICIAL COPY

DEED IN TRUST

1981 OCT 22 AM 10 22

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The above space for recorder's use only

THIS INDENTURE WITNESSETH THAT THE GRANTOR, **JACK ROSS and MARY ROSS**,  
 of the County of **Cook** and in consideration  
 of the sum of **TEN AND NO/00** Dollars (\$ **10.00** ),  
 in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey—  
 and Warrant—unto **BREMEN BANK AND TRUST COMPANY**, an Illinois Corporation as Trustee under the provi-  
 sions of a certain Trust Agreement, dated the **First**  
 day of **September** 19 **81** and known as Trust Number **81-2027**, the following  
 described real estate in the County of **Cook** and State of Illinois, to-wit:

**Lot 4 in Block 1 in Crestwood Gardens, a Subdivision of  
 the Northwest Quarter of the North West Quarter of  
 Section 4 Township 36 North, Range 13 East of the Third  
 Principal Meridian, in Cook County, Illinois (except the  
 West 225 feet thereof and except the North 200 feet of  
 the East 25 feet of the North West Quarter of said  
 Section 4 according to the Plat thereof recorded as  
 Doc. No. 18159006 in Cook County, Illinois\*\*\*\***

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10.00

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 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 lease or otherwise dispose of said real estate or any part thereof, to convey said real estate or any part thereof to successors in trust and to grant to such successors 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 in the case of any single demise the term of 125 years, and in reversion or reversion 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 purchase, to purchase, 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 grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or incident 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 deed or any amendment thereto, 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 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, 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 the instrument and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the 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) 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.

This conveyance is made upon the express understanding and conditions that neither Bremen Bank And Trust Company, individually or as Trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it 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 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 assumed and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with the said real estate may be entered into by it in the name of the Trust Agreement under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the decline of the Trustee, in its own name, as Trustee of an express trust and each 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 whatsoever 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 it or any of them shall be only in the manner, extent 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 certain avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Bremen Bank And Trust Company the entire legal and equitable title, 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 conveys, 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, **Jack Ross and Mary Ross**, do hereby certify that they are the 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 **1st** day of **September**, A. D. 19 **81**

**Robin Philip Jesk**  
Notary Public

My commission expires **11/30/84**

STATE OF **ILLINOIS** )  
 County of **COOK** )  
 I, **ROBIN PHILIP JESK**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Jack Ross and Mary Ross, his wife, are**

PREPARED BY:  
**Robin Philip Jesk**  
 Attorney at Law  
 4744 W. 135th St.  
 Crestwood, Ill. 60445

personally known to me to be the same person **S** whose name **S** 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 **1st** day of **September**, A. D. 19 **81**

**Robin Philip Jesk**  
Notary Public

My commission expires **11/30/84**

GRANTEE:  
**BREMEN BANK AND TRUST COMPANY**  
 17500 Oak Park Avenue  
 Tinley Park, Illinois 60477

5413 N. 137th St.  
 Crestwood, IL. 60445  
 For information only insert street address of above described property.

10.00

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH E  
 SECTION 4, REAL ESTATE TRANSFER ACT  
 9/1/81  
 Registered  
 Reproduction Fee

This space for affixing Ritters and Revenue Stamp

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## END OF RECORDED DOCUMENT