

# UNOFFICIAL COPY

## DEED IN TRUST

### 26079208

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **RICHARD LAWRENCE LANGE and ELEANOR V. LANGE, his wife** 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 **13 No. LaSalle Street, Chicago, Illinois**, as Trustee under the provisions of a certain Trust Agreement, dated the **21st** day of **November 19 81**, and known as Trust Number **54003**, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 4075 in Elk Grove Village Section 14, being a subdivision in the South half of Section 32, Township 41 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded in the Office of the Recorder of Deeds on October 21, 1965 as document 19625181, in Cook County, Illinois.\*\*

A# 9231610

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Sidney K. Olson*  
RECORDER OF DEEDS

1981 DEC -8 AM 10:46

26079208

This Document Prepared By: **Kenneth F. Boula**  
**303 N. Northwest Highway**  
**Barrington, Illinois 60010**

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 Trust Agreement, manager, present and substitute said real estate or any part thereof, to dedicate paths, streets, highways or alleys to locate any subdivision or part thereof and to establish said real estate 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 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 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 varying in the case of any state during 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 in the manner of fixing the amount of present or future rentals, to facilitate or in exchange purchase the whole or any part of the reversion and to contract to purchase in the manner of fixing the amount of present or future rentals, to facilitate or in exchange said real estate, or any part thereof, for other real or personal property, to accept assignments 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 and every part thereof in all other ways and for such other considerations as it may 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 otherwise disposed of 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 said Trust Agreement or any amendment thereto or any instrument or agreement relating to said real estate or any part thereof, be complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or permitted 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 claiming the benefits of this deed or said Trust Agreement, and no person claiming under any such mortgage, lease or other instrument (as 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, that such mortgage or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, in that said Trustee or any successor in trust was duly authorized and empowered to execute and deliver every such deed, trust deed, 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 understandings and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any risk, 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 failure to perform or properly happening in or about said real estate, and all such liability, loss and expense expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate and entered into by it in the name of the then beneficiaries 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 one individually (and the Trustee shall have no obligation whatsoever to see 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 whomsoever 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 of 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 aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the title, 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 limitations," or words of similar import, in any deed or in the statute in such case made and provided.

And the said grantor **S** hereby expressly waives and releases **S** any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, **S** aforesaid have **S** hereunto set **their** hands and **S** and

seal this **21st** day of **November**, 19**81**  
*Richard Lawrence Lange* *Eleanor V. Lange*  
**RICHARD LAWRENCE LANGE** **ELEANOR V. LANGE**  
[SEAL] [SEAL]

STATE OF **Illinois**, **Kenneth F. Boula** a Notary Public in and for said County of **McHenry** County, in the State aforesaid, do hereby certify that **Richard Lawrence Lange and Eleanor V. Lange, his wife**

personally known to me to be the same persons **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, to the best of my knowledge, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this **21st** day of **November**, A.D., 19**81**  
*Kenneth F. Boula*  
**Kenneth F. Boula** Notary Public

My commission expires **May 2, 1985**

American National Bank and Trust Company of Chicago  
Box 221

For information only insert street address of above described property.

EXEMPT UNDER PROVISIONS OF PARAGRAPH 1, SECTION 4, REAL ESTATE TRANSFER ACT.  
DATE 11/21/81  
26079208

# LEAD OF RECORDED DOCUMENT