

DEED IN TRUST

26081754

Form 101 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **HARVEY H. HESIAK and GERMAINE M. HESIAK, 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 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 3rd day of December 1981, and known as Trust Number 54013 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 19 in block 7 in Pepper Tree Farms Unit No. 2 being a subdivision in the West 1/2 of the North West 1/4 of Section 11, Township 12 North, Range 10, East of the Third Principal Meridian, recorded as per plat Document No. 20,484,667, all in Cook County, Illinois.

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

10.00

0053500
A# 923500

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the covenants, conditions and restrictions set forth, and for the use and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, a part and subdivide said real estate or any part thereof, to dedicate public streets, highways or alleys to vacate any subdivision or part thereof, and to revest title in 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 lease said real estate or any part thereof in a successive or successive in time and to grant to such persons or persons in trust all of the title, estate, powers and authorities vested in said Trustee, in demise, 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 to terminate or to renew, 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 and to amend, change or modify leases and the terms and conditions thereof at any time or times hereafter, in contract to make leases and to grant a time to lease and options to renew leases and options to purchase the whole or any part of the reversion and in contract respecting the manner of filing the same, to permit or future rental, in partition or to exchange said real estate, or any part thereof, for other real or personal property, in gross or annuity or charge on any kind, to release, convey or assign any right, title or interest in or about or attachment appurtenant to said real estate or any part thereof, and to do all 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, and to do all and every part thereof in all other ways 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 any part thereof shall be concerned, restricted to be said, issued or investigated by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, part of money borrowed or advanced on said real estate, or be obliged to see that the terms of any 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 entitled 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 (including the Registrar of Titles of said county) relying on any instrument executed 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 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 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 trust, was duly authorized and empowered in trust, that such conveyance or instrument in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of title, his or her predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its predecessor or successors in trust shall have any personal liability or be subjected to any claim, judgment or decree for (a) any loss or injury to or on their lands or interests 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 or additions thereto, or for injury to persons or property happening in or about said real estate, and all such liability being hereby expressly waived, absolved, contracted, obligated or indemnified in or omitted to be in or about the said real estate may be entered into by it in the name of the Trustee, or any successor in trust, under said Trust Agreement as their attorney-in-fact, hereby approved, or at the election of the Trustee, its successor, or Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, action or instrument except only insofar as the trust property and funds in the actual possession of the Trustee shall be available for the payment and discharge of the same). All personal and contractual claims, debts and obligations 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 vest only in the surviving, valid and lawful heirs and assigns 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 personal property, as hereinafter set forth, and no interest in or to said real estate shall be created or reserved in or about the real estate hereunder being to run to said American National Bank and Trust Company of Chicago the entire legal and equitable title, as to and in 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 Restrictions," 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 assigns all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for protection or exemptions from sale on execution or otherwise.

In Witness Whereof, the grantor, **Harvey H. Hesiak and Germaine M. Hesiak** hereunto set their hands and

the 3rd day of December 1981
Harvey H. Hesiak [SEAL] *Germaine M. Hesiak* [SEAL]
HARVEY H. HESIAK **GERMAINE M. HESIAK**

I, **Kenneth F. Boula**, a Notary Public in and for said County of **McHenry** County, in the State aforesaid, do hereby certify that **Harvey H. Hesiak and Germaine M. Hesiak, his wife**

personally known to me to be the same person **Harvey H. Hesiak** whose name **Harvey H. Hesiak** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **Harvey H. Hesiak and Germaine M. Hesiak** signed, sealed and delivered the said instrument as **their** free and voluntary act, for the purposes and in consideration therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this 3rd day of December 1981 A.D. 1981
Kenneth F. Boula
Kenneth F. Boula Notary Public
 My commission expires **May 2, 1985**

SECTION 4, REAL ESTATE TRANSFER ACT.
 DATE 12/3/81
 26081754
 DOCUMENT NUMBER

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1981 DEC 10 PM 2:07

Sidney R. Olson
RECORDER OF DEEDS
26081754

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT