

UNOFFICIAL COPY

DEED IN TRUST
(WARRANTY)

JAN 19 82 PM 2 24
COOK COUNTY RECORDS

26116570

(The Above Space For Recorder's Use Only)

10.00

THIS INDENTURE WITNESSETH, that the Grantors Robert G. Hagner and Barbara L. Hagner, 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 S and Warranty S unto First State Bank & Trust Company of Park Ridge, an Illinois banking corporation of Park Ridge, 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 14th day of January, 1982, and known as Trust Number 1275, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 106, (and the West 1/2 of the vacated alley lying East of and adjoining the East line of said Lot 106) in Feuerborn and Klode's Woodland Park in the East 1/2 of Section 27, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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 with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and maintain said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to subdivide 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 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, to 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 whole or in part, by leases to commence in the present or in the 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 194 years, and to renew or extend at any time or times hereafter, to contract to make easements and to amend, change or modify leases and the terms and provisions thereof, to partition or to exchange said real estate, or any part thereof, for 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 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 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 or 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 the trust property, or be obliged to see that the terms of the 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 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 Deed 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 herein and in said Trust Agreement or in all amendments thereof, if any, and is 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 the said Trustee or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantors, either individually or as Trustee, now 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, under the provisions of this Deed or said Trust Agreement or any amendment thereof, 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 entered into by the Trustee in connection with said real estate may be 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 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 whatsoever and whosoever shall be charged with notice of this Deed 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 or any other disposition of the 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 trust property as such, but only an interest in the earnings, profits and proceeds thereof as aforesaid, the intention thereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property 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 with similar import, in accordance with the statute in such case made and provided.

And the said Grantors hereby expressly waive and release any and all right or benefit under and by virtue of any law 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 hand and seal this 14th day of January, 1982.

Robert G. Hagner (Seal) Barbara L. Hagner (Seal)
Robert G. Hagner Barbara L. Hagner

STATE OF Illinois
COUNTY OF Cook

I, Dorothy A. Gabbert, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert G. Hagner and Barbara L. Hagner, his wife personally known to me to be the same person S whose name S 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 14th day of January, 1982
Commission expires 2/23, 1982
Dorothy A. Gabbert
NOTARY PUBLIC

Document Prepared By: Henry S. Frank Attorney At Law 189 West Madison Avenue Chicago, Illinois 60602
ADDRESS OF PROPERTY: 2121 Cherry St. Park Ridge, Illinois 60068

DELIVER TO RECORDER'S BOX NO. 260
BFC Form Service, Inc. (Address)

APPROPRIATE RIDERS OR REVENUE STAMPS HERE

THIS DEED EXCEPT FROM INCOME TRANSFER TAX PURSUANT TO PARAGRAPH E OF SAID TRANSFER

Date 1/16/82

Notary Seal

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DOCUMENT NUMBER

END OF RECORDED DOCUMENT