

# UNOFFICIAL COPY

## WARRANTY DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH That the Grantors PETER JAMES MEYERS and ULA FAYE MEYERS 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 LA GRANGE STATE 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 26th day of January 19 82, and known as Trust Number 6752, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 41 in Stalwart Manor being a Resubdivision in the North East 1/4 of Section 16, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Grantor's Address: 14 S. La Grange Rd., La Grange, Illinois 60525

### SUBJECT TO

TO HAVE AND TO HOLD the said real estate with all 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, mortgage, trust and subordinate said real estate or any part thereof, to dedicate streets, highways or alleys and to secure any subdivision or part thereof, to divide 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, 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 leaving the same in present or in future, and upon any terms and for any period or periods of time, not extending in the case of any lease for more than the term of 99 years, and to enter 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 options to lease and options to renew leases and options to purchase the whole or any part of the premises and to contract respecting the same all during the term of the present or future leases, 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 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 might be lawful for any person in the same to deal in 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 instrument 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 excepted, 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 upon or claiming under any such conveyance or other instrument, (a) until 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 trusts, conditions and limitations contained in this Indenture and in said Trust Agreement in all amendments thereof, if any, and (c) that all beneficiaries thereunder, (d) 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 (e) if the conveyance 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 it, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither LA GRANGE STATE 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 done by it or its agents or attorneys in any way that may be done or omitted to do in or about the said real estate or under the provisions of this Deed of Trust Agreement or any amendments thereof, including the payment of any property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or interest incurred or entered into by the Trustee or in connection with said real estate may be entered into by or in the name of the then beneficiaries under said Trust Agreement and 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 entered into by or in the name of the beneficiaries or the Trustee or its agents or attorneys-in-fact, which shall be applicable for the payment and discharge thereof. All persons and corporations, individually and whatever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest and all other benefits hereunder and under said Trust Agreement and of all persons claiming under them shall be only in the earnings, profits 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 the earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said LA GRANGE STATE BANK the entire legal and equitable title in fee simple, in and to all of the real estate hereunder.

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 file 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 title in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that said Trustee has charge or other duties involving the registered lands in accordance with the true intent and meaning of the trust.

And the said grantors 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 by ve hereunto set their hand and seal this 26th day of January 19 82  
Peter James Meyers (SEAL) Ula Faye Meyers (SEAL)  
Peter James Meyers (SEAL) Ula Faye Meyers (SEAL)

State of Illinois )  
 County of Cook ) ss. I, the undersigned a Notary Public in and for said County, in the state aforesaid, do hereby certify that Peter James Meyers and Ula Faye Meyers

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 26th day of January 19 82

Notary Public



**La Grange State Bank**  
 MAIL TO: 14 SOUTH LA GRANGE ROAD  
 LA GRANGE, ILLINOIS 60525

For information only insert street address of above described property.

THIS INSTRUMENT WAS PREPARED BY  
 LA GRANGE STATE BANK  
 14 S. LA GRANGE ROAD  
 LA GRANGE, IL 60525

**END OF RECORDED DOCUMENT**

Receipt for this space for affixing Plans and Revenue Stamp, Section 4.

26127859

Document Number

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State Bank

*Rec'd*

date: 1-27-82