

65-77-193 C

WARRANTY DEED IN TRUST

COOK COUNTY, ILLINOIS
FILED 1982 AUG 30

Redney K. Olson
RECORDER OF DEEDS

1982 AUG 30 PM 2:55

26336872

26 336 872

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, ROBERT H. PHILLIPS and BERNICE D. PHILLIPS, 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 Warranty unto COLUMBIA NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 13th day of July, 1982, and known as Trust number 1583, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 29 and 30 in Weisjohn's Subdivision of Lot 6 in Subdivision of the West Half of the North West Quarter of Section 26, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Subject to general real estate taxes for 1982 and subsequent years.

10-00

SUBJECT TO

Real Estate Tax #09-26-113-018 and 09-26-113-017

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 in improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to acquire any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to purchase or 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 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 198 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, to consent to make leases and to grant options to lease and options to purchase the whole or any part of the reversion and the 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 connected with 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, or money borrowed or advanced on said real estate, or be obliged to see that the terms of this 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 (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance here or other instrument, (so that at the time of the delivery thereof the Trustee and by said Trust Agreement was intended to be of full effect, (so 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 hereunder, let this 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 (if) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust has been irrevocably and lawfully 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 Columbia National Bank of Chicago, 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 in or done by it or its agents or attorneys may do or omit to do or about its said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liabilities 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 entered into 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 who are or who may be charged with notice of this condition from the date of the filing of 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 of any of 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 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 Columbia National Bank of Chicago the entire legal and equitable title in 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, change or other dealing involving the registered land is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives and releases 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 have hereunto set their hands and seal S this 11th day of August 1982

Robert H. Phillips (SEAL) Bernice D. Phillips (SEAL)
Robert H. Phillips Bernice D. Phillips (SEAL)

State of Illinois County of Cook ss. William D. Vedral a Notary Public in and for said County, in the state aforesaid, do hereby certify that Robert H. Phillips and Bernice D. Phillips, his wife 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 11th day of August 1982



Return to: Columbia National Bank of Chicago
5250 N. Harlem Avenue Chicago, IL 60656
743 N. Northwest Highway Park Ridge, Illinois 60068
For information only insert street address of above described property.
This instrument prepared by: William D. Vedral, 678 Lee St., Des Plaines, IL 60016

END OF RECORDED DOCUMENT

CANCELLED AUG 30 1982
C.N.B. COOK COUNTY ILLINOIS
4-1
CANCELLATION STAMP
Document Number 26336872