

UNOFFICIAL COPY

26362895

WARRANTY DEED IN TRUST

SEP 27 AM 10 31

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That ~~DALE E. KANAK, divorced and not since remarried, and JANICE L. KANAK, divorced and not since remarried~~ 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 2nd day of September 1980, and known as Trust Number 6066, the following described real estate in the County of Cook and State of Illinois, to-wit:

10.00

Lot 4 in Block 1 in Portia Manor being Frederick H. Bartlett's Subdivision in the South West 1/4 of Section 34, Township 39 North, Range 12 East of the Third Principal Meridian Plat whereof was recorded February 6, 1915 as Document 5573274 in Cook County, Illinois.

Subject to general taxes for the year 1979 and subsequent years and to covenants, conditions and restrictions of record, if any, and to Trust Deed dated January 18, 1972 and recorded January 20, 1972 as Document 21782517 made by Dale E. Kanak and Janice L. Kanak, his wife, to Chicago Title and Trust Company, a corporation of Illinois, to secure a Note for \$26,000.00.

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 to sell, lease, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to execute any subdivision or part thereof, and to sell, lease 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 and real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust, all 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, on any lease or reversion, by leases 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 lease 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, 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 reversion and to contract respecting the manner of leasing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, to alter 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 would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified or any time 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 that the terms of this trust have been complied with, or to inquire into the 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 Register of Titles of said County relying upon or claiming under any such deed, mortgage, lease or other instrument, (a) at the time of the delivery of 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 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, mortgage, lease 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 fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the 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 in or by or for 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 thereof, or for any 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 liability 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. The Trustee, in fact, hereby irrevocably appoints for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not in its own name, the Trustee shall have no authority whatsoever with respect to any such contract, obligation or indebtedness except only as for the trust property and funds in the actual possession of the Trustee (which shall be applicable for the payment and discharge thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of the 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, events 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, interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, events and proceeds therefrom, as provided, 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 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 as owner in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "trust conditions" or "trust limitations" or words of similar import, in accordance with the provisions 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 or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives and releases any and all rights 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 S and seals this 2nd day of September 1980.

(SEAL) Dale E. Kanak (SEAL)
Dale E. Kanak
 (SEAL) Janice L. Kanak (SEAL)
Janice L. Kanak

State of Illinois) ss. I, BARBARA DICKSTEIN a Notary Public in and for said County,
 County of Cook) do hereby certify that DALE E. KANAK,
divorced and not since remarried, and JANICE L. KANAK, divorced
and not since remarried,

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 16th day of September 1980

Barbara Dickstein
 Notary Public

This instrument was prepared by John G. Preston, 3726 Prairie, Brookfield, Ill.

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

9217 Broadway
 Brookfield, Illinois 60513
 For information only insert street address of above described property.
 1500-12-1M FLEETWOOD PRESS

Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Act. Date: 9-23-80 by: Dale E. Kanak

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END OF RECORDED DOCUMENT