

27 471 247

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, JOHN E. SCHNEIDER, and THERESA SCHNEIDER, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto The Mid-City National Bank of Chicago, a National Banking Association, whose address is 801 West Madison Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 21st day of February, 1985, and known as Trust Number 1832, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 82 (except the Westerly 10 feet thereof) and Lot 83 in William H. Britigan's Sunset Ridge Golf Club Addition, a subdivision of the South 1/2 of the South West 1/4 of the North West 1/4 (except the North 5 acres thereof), also that part of the West 1/2 of the South East 1/4 of the North West 1/4 lying Westerly of Happ Road and the North 1/2 of the North 1/2 of the North West 1/4 of the South West 1/4 of Section 13, Township 42 North, Range 12 East of the Third Principal Meridian,

and commonly known as 270 Sunset, Northbrook, Illinois SUBJECT TO covenants, restrictions, and utility easements of record

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 improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways, alley and to vacate any subdivision or part thereof, and to re-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 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 leases to commence in the 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 a 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 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 reversion and to contract respecting the amount 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 easement 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, 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 trust have been complied with, or be obliged to inquire into any of the terms of said Trust Agreement, and expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, and expediency of any 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 conveyance, lease or other instrument (including the Register of Titles of said county) 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 the parties thereto, and every such deed, trust deed, mortgage or other instrument and (b) 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 grantor or his or her predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Mid-City 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 if or they or its 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 thereto, 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 its own name, as Trustee or as 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 whomsoever and whatsoever 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 be only in the earnings, avails 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, avails and proceeds thereof as a beneficiary hereunder or as such.

If the title to any of the above real estate is now or hereafter registered, the Register of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or make any of the words "in trust," or "upon condition," or "with limitation," or words of similar import, in accordance with the statute in such case made and provided.

Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or transfer.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all states of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid, have hereunto set their hand and seal, this 21st day of FEBRUARY, 1985.

John E. Schneider (SEAL) Theresa Schneider (SEAL)

State of ILL. I, MICHAEL C. STANKO, a Notary Public in and for said County, County of COOK ss. in the state aforesaid, do hereby certify that JOHN E. SCHNEIDER and THERESA SCHNEIDER HIS WIFE

This instrument was drafted by personally known to me to be the same persons whose names 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 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Michael C. Stanko, Notary Public, 175 W. JACKSON CHICAGO 126004

THE MID-CITY NATIONAL BANK OF CHICAGO 801 WEST MADISON ST. CHICAGO, ILL. 60607

270 Sunset Lane Northbrook, Illinois 60062

69-86-800 D.F.

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Dewey

R.E.#04-13-118-011-0000 and R.E.#04-13-118-022-0000

X

Exempt under provisions of Paragraph 5, Section 4, Real Estate Transfer Tax Act.

Buyer, Seller or Representative

This space for affixing Riders and Revenue Stamps

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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