

DEED IN TRUST

27 292 291

11.00

The above space for recorder's use only

69-65-771 DA

THIS INDENTURE WITNESSETH, THAT THE GRANTORS Marvin J. Herb and Judith A. Herb, his wife Cook and State of Illinois, for and in consideration of a sum of Ten and xx/100-----Dollars (\$ 10.00 ), in cash paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey, S. Unit Claims and V. Unit Claims to ANAGMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 10th day of September 1984, and known as Trust Number 4972, the following described real estate in the County of Cook and State of Illinois, to wit: Street address: Westland East of Brinker Road and South of Otis Road, Barrington Hills, Illinois Legal description:

PARCEL 1-Lots 14, 16 and 19 in Goose Lake Subdivision, being a Subdivision of part of the Northeast 1/4 of Section 9 and the West 1/2 of the Northwest 1/4 of Section 10, Township 42 North, Range 9 East of the Third Principal Meridian according to the Plat thereof recorded March 20, 1984 as Document No. 27011004, in Cook County, Illinois PARCEL 2-SEE EXHIBIT A ATTACHED HERETO AND MADE AN INTEGRAL PART HEREOF.

Subject to general real estate taxes for the year 1984 and subsequent years and covenants, conditions, restrictions and easements of record.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes upon the limitations set forth in said Trust Agreement.

Full power and Authority consistent with the above described Trust Agreement is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to advertise (publish, street, highways) or alienate and to lease any portion of same, and to transmute 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 mortgage, to lease, to otherwise encumber said real estate, or any part thereof, to take said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in the 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 10 years, and to renew or extend leases upon any terms and for any period or periods of time, not exceeding 10 years, and to make and execute all instruments and to execute and perform all covenants to have and to convey, to lease, to mortgage, to otherwise encumber and to purchase the whole of any part of the reversion and to contract respecting the number of acres in the amount of present or future receipts, to partition or to attempt to partition said real estate, or any part thereof, for other trust or personal purposes, to grant easements or licenses of any kind, to convey, to lease or to alienate any right, title or interest in or about or appurtenant to said real estate or any part thereof, and to do all things which said real estate and every part thereof in all other ways and for such other considerations as it should be lawful for any person owning the same to deal with the same, whether the same be 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 in connection with said real estate or any part thereof shall be concerned, restricted 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 the authority, propriety or expediency of any act of said Trustee, or be obliged or prohibited 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 relying on or on the such conveyance, lease or other instrument, as that at the time of the delivery thereof the trust created by this Indenture and the 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 or other instrument and that the conveyance in 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, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Amalgamated Trust & Savings Bank individuals nor as Trustee, nor any successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if it or they or any of 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 thereto, or incur any liability in respect of priority 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 to it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, unless expressly accounted for such purposes, or at the election of the Trustee, in his own name, as Trustee of an express trust and not individuals since 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 assets in the trust 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 surplus, estate and proceeds arising from the sale or 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 earnings, rents and proceeds thereof as aforesaid being held in trust in said Amalgamated Trust & Savings 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 transferred, 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 law made and enforced.

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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S. aforesaid hereunto set their hands and seals this 10th day of October 1984

Marvin J. Herb [SEAL] Judith A. Herb [SEAL] MARVIN J. HERB JUDITH A. HERB, his wife [SEAL]

STATE OF ILLINOIS Charlotte Beach a Notary Public in and for said County of COOK County, in the State aforesaid, do hereby certify that Marvin J. Herb and Judith A. Herb, his wife

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 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 10th day of October A.D. 1984

My commission expires 9/1/1988

Exempt under provisions of Par. e, Sec. 4 of Cook County Ordinance No. 98104 for Cook County 12/11/84 Date Jerome Marks by Signature attorney-in-fact for seller

This space for affixing Riders and Revenue Stamps Exempt under provisions of Par. e of Sec. 4 of the Real Estate Transfer Tax Act for the State of Illinois 10/11/84 Date Jerome Marks by Signature attorney-in-fact for seller

Document Number 27 292 291

Mail to: Amalgamated Bank ONE WEST MONROE CHICAGO, ILLINOIS 60604 AMALGAMATED TRUST DEPARTMENT

THIS INSTRUMENT PREPARED BY: Jerome Marks, Friedman & Koven 208 South LaSalle Street/Suite 900 Chicago, Illinois 60604

Property of Clerk's Office

EXHIBIT A TO DEED IN TRUST DATED OCTOBER 10, 1984  
FROM MARVIN J. HERB AND JUDITH A. HERB, HIS WIFE,  
AS GRANTORS, TO ANONYMOUS TRUST & SAVINGS BANK,  
TRUST NO. 4972

PARCEL 2

A perpetual, non-exclusive easement appurtenant to and for the use and benefit of Parcel 1 for pedestrian ingress and egress to and from and for the recreational use of the Goose Lake Conservation area, as designated on the Plat of Goose Lake Subdivision recorded as Document 27011004, subject to the provisions of the Declaration of Covenants, conditions, restrictions and easements for Goose Lake Subdivision, recorded as Document 27011005 and to the provisions of the Grant of a Conservation Right, recorded as Document 27011006.

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Clerk's Office

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